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BEFORE THE ARIZONA CORPORATION COMMISSION

2 **KRISTEN K. MAYES**

3 **Chairman**

4 **GARY PIERCE**

5 **Commissioner**

6 **PAUL NEWMAN**

7 **Commissioner**

8 **SANDRA D. KENNEDY**

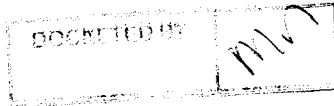
9 **Commissioner**

10 **BOB STUMP**

Arizona Corporation Commission

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ARIZONA CORPORATION COMMISSION
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11 IN THE MATTER OF QWEST
12 CORPORATION'S PETITION FOR
13 ARBITRATION AND APPROVAL OF
14 INTERCONNECTION AGREEMENT
15 WITH NORTH COUNTY
16 COMMUNICATIONS CORPORATION
17 OF ARIZONA PURSUANT TO SECTION
18 252(b) OF THE COMMUNICATIONS
19 ACT OF 1934, AS AMENDED BY THE
20 TELECOMMUNICATIONS ACT OF
21 1996 AND APPLICABLE STATE LAWS

DOCKET NO.: T-01051B-09-0383
T-03335A-09-0383

**AFFIDAVIT OF JOSEPH G. DICKS
IN SUPPORT OF NORTH COUNTY
COMMUNICATIONS
CORPORATION'S MOTION TO
DISMISS QWEST CORPORATION'S
PETITION FOR ARBITRATION**

22 I, Joseph G. Dicks, declare as follows:

23 I am the attorney of record for North County Communications Corporation of
24 Arizona ("North County"). If called as a witness, I could and would competently testify
25 to all facts within my personal knowledge except where stated on information and
26 belief.

27 This affidavit is submitted in support of North County's Motion to Dismiss
28 Qwest Corporation's Petition for Arbitration. The matters stated herein are true and of

1 my own personal knowledge.

2 A true and correct copy of the unexecuted Interconnection Agreement between
3 the parties that became effective on June 9, 1997 is attached hereto as Exhibit A, and
4 incorporated herein as if set forth verbatim. I am informed and believe that the parties
5 or their predecessors in interest executed a copy of this document.
6

7 A true and correct copy of the fully executed Amendment to the Interconnection
8 Agreement between the parties that became effective on July 1, 2008 is attached hereto
9 as Exhibit B, and incorporated herein as if set forth verbatim.
10

11 A true and correct copy of the replacement Appendix A to the Interconnection
12 Agreement between the parties that became effective on January 30, 1998 is attached
13 hereto as Exhibit C, and incorporated herein as if set forth verbatim.
14

15 A true and correct copy of *In the Matter of the Request by GCI Communication*
16 *Corp. d/b/a General Communication, Inc., and d/b/a GCI for Mediation Regarding*
17 *Glacier State Study Area Interconnection Disputes with ACS Of The Northland, Inc.*
18 *d/b/a Alaska Communications Systems, ACS Local Service and ACS, Case No. U-02-18,*
19 *Order No. 2, p. 5 (filed Aug 29, 2002)* is attached hereto as Exhibit D, and incorporated
20 herein as if set forth verbatim.
21

22 A true and correct copy of *In the Matter of the Petition of Global NAPs Ohio for*
23 *Arbitration Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 to*
24 *Establish an Interconnection Agreement with the Ohio Bell Telephone Company dba*
25

26 ///
27
28

1 AT&T Ohio, Finding and Order, Case No. 09-195-TP-ARB (filed January 7, 2010) is
2 attached hereto as Exhibit E, and incorporated herein as if set forth verbatim.
3

4 I declare under penalty of perjury under the laws of the State of Arizona and
5 California, as well as under the laws of the United States, that the foregoing is true and
6 correct and that this declaration was executed in San Diego, California on April 8, 2010.
7

8 

9
10 Joseph G. Dicks, CSB 127362
11 Dicks & Workman, APC
12 750 B Street, Suite 2720
13 San Diego, CA 92101
14 Telephone: (619) 685-6800
Facsimile: (619) 557-2735
Email: jdicks@dicks-workmanlaw.com

15 Copies of the foregoing mailed/delivered
16 this 9th day of April 2010 to:

17 Norman G. Curtright
18 Qwest Corporation
19 20 East Thomas Road, 16th Floor
20 Phoenix, Arizona 85012

Janice Alward, Chief Counsel
Legal Division
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007

21 Steve Olea, Director
22 Utilities Division
23 Arizona Corporation Commission
24 1200 W. Washington Street
Phoenix, Arizona 85007

Arizona Reporting Service, Inc.
2200 N. Central Avenue, Suite 502
Phoenix, Arizona 85004-1481

25 Todd Lesser
26 North County Communications
27 3802 Rosecrans Street, Suite 485
28 San Diego, CA 92110

William Klain
Lang Baker & Klain, PLC
8767 E. Via De Commercio, Suite 102
Scottsdale, AZ 85258

1 Christopher J. Reichman
2 The Law Office of Christopher J. Reichman
3 750 B Street, Suite 2720
4 San Diego, CA 92101

5 By: _____


6 Jessica Hartgrave

EXHIBIT A

NORTH COUNTY COMMUNICATIONS CORPORATION

AND

U S WEST COMMUNICATIONS, INC.

**ARBITRATED INTERCONNECTION
AGREEMENT**

FOR THE STATE OF ARIZONA

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INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT, made as of the 9th day of June, 1997, is between North County Communications Corporation ("North County") and U S WEST Communications, Inc. ("USWC"), a Colorado corporation.

I. RECITALS

Pursuant to this Interconnection Agreement North County Communications Corporation ("North County") and U S WEST Communications, Inc. ("USWC"), collectively "the Parties", will extend certain arrangements to one another within each LATA in which they both operate within this State. This Agreement is a combination of agreed terms and terms imposed by arbitration under Section 252 of the Communications Act of 1934, as modified by the Telecommunications Act of 1996 ("the Act"), and as such does not necessarily represent the position of either Party on any given issue. The Parties enter into this Agreement without prejudice to any position they may have taken previously, or may take in the future in any legislative regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

II. SCOPE OF AGREEMENT

- A. This Agreement sets forth the terms, conditions and prices under which USWC agrees to provide (a) services for resale (hereinafter referred to as "Local Services") (b) certain Unbundled Network Elements, Ancillary Functions and additional features to North County (hereinafter collectively referred to as "Network Elements") or combinations of such Network Elements ("Combinations") for North County's own use or for resale to others. The Agreement also sets forth the terms, conditions and prices under which the parties agree to provide interconnection and reciprocal compensation for the exchange of local traffic between USWC and North County for purposes of offering telecommunications services. Unless otherwise provided in this Agreement, the parties will perform all of their obligations hereunder throughout, to the extent provided in the Appendices attached hereto. The Agreement includes all accompanying appendices.
- B. In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.
- C. When North County begins offering residential and business exchange services in this state through the use of North County's facilities, North County will notify USWC.
- D. Acknowledgment of Deferred Issues:

North County acknowledges it is USWC's position that USWC's existing telecommunications network represents substantial investment made as a result of its carrier-of-last-resort obligation and that such network allows North County's end users to interconnect with significantly more business and residential customers than vice versa. North County further acknowledges USWC believes that a separate transitional element is necessary to compensate USWC for the value of its network in this Agreement, that under the Act, the FCC will establish a proceeding to address Universal Service Support, and that the Act also empowers the state Commission to establish a separate proceeding on universal service issues. North County further acknowledges that USWC believes that USWC is entitled to receive additional compensation for costs of implementing various provisions of the Act, and that USWC shall seek such additional recovery through future state and/or federal regulatory proceedings. North County disagrees with these USWC positions.

USWC acknowledges it is North County's position that the relative investments of the Parties is not a relevant consideration in the context of this Agreement and that it is the result of a historical monopoly which confers significant, continuing benefits on USWC. USWC acknowledges that it is North County's position that no transitional elements are necessary to compensate USWC, that any such transitional elements would constitute a windfall to USWC, and that the investigations contemplated at the State and federal level for Universal Service Funding will substantially disprove USWC's claims. USWC further acknowledges that North County believes that the costs of implementing the Act are costs experienced by all telecommunications carriers and that it would be unjust, discriminatory, and anti-competitive to favor USWC with additional cost recovery of implementation costs. USWC disagrees with these North County positions.

In consideration of North County's willingness to interconnect on the terms set forth in this Agreement, and without prejudice to the position it may take in the FCC docket or before any state Commission, USWC agrees to await the outcome of such proceedings, rather than seek universal service support from North County at this time.

III. DEFINITIONS

- A. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

- B. "Access Services" refers to the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic (see each Parties' appropriate state and interstate access tariffs).
- C. "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of several transmission methods (for example, carrier-less AM/PM discrete multi-tone, or discrete wavelet multi-tone).
- D. "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between North County and USWC for Local Interconnection Service.
- E. "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.
- F. "CLASS features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection. (See Bellcore documentation for definition).
- G. "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.
- H. "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:
 - a. "End Office Switches" which are used to terminate Customer station loops for the purpose of interconnecting to each other and to trunks; and
 - b. "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for exchange access and toll traffic while local tandems provide connections for local/EAS traffic.
- I. "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.
- J. "Commission" means the Arizona Corporation Commission.

- K. "Customer" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.
- L. "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party.
- M. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS used by the Parties shall be Signaling System 7.
- N. "Competitive Local Exchange Carrier" means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent LEC.
- O. "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.
- P. "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- Q. "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- R. "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- S. "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.
- T. "Fiber-Meet" means an interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.
- U. "HDSL" or "High-Bit Rate Digital Subscriber Line" means a two-wire or four-wire transmission technology which typically transmits a DS1-level signal (or, higher level signals with certain technologies), using: 2 Binary / 1 Quaternary ("2B1Q").
- V. "Integrated Digital Loop Carrier" means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal.
- W. "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose

of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

- X. "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- Y. "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- Z. "Local Loop Transmission" or "Loop" means the entire transmission path which extends from the network interface or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer.
- AA. "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.
- BB. "Meet-Point Billing" or "MPB" refers to an agreement whereby two LECs (including a LEC and CLEC) jointly provide switched access service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- CC. "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.
- DD. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Bellcore as SRBDS 00983.
- EE. "Mid-Span Meet" is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- FF. "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean

Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

- GG. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- HH. "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between two LECs (including a LEC and a CLEC) takes place.
- II. "Party" means either USWC or North County and "Parties" means USWC and North County.
- JJ. "Port" means a termination on a Central Office Switch that permits customers to send or receive telecommunications services over the public switched network, but does not include switch features or switching functionality.
- KK. "Rate Center" means the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC (or CLEC) for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V & H coordinate, which is used to measure distance-sensitive end user traffic to/from, the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC (or CLEC) will provide Basic Exchange Telecommunications Service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- LL. "Reseller" is a category of Local Exchange service provider that obtains dial tone and associated telecommunications services from another provider through the purchase of bundled finished services for resale to its end use customers.
- MM. "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.
- NN. "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.
- OO. "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.

- PP. "Traffic Type" is the characterization of intraLATA traffic as "local" (local includes EAS), or "toll" which shall be the same as the characterization established by the effective tariffs of the incumbent local exchange carrier as of the date of this Agreement.
- QQ. "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation Service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.
- RR. "Routing Point" means a location that a LEC or CLEC has designated on its own network as the homing (routing) point for traffic, bearing a certain NPA-NXX designation, that is inbound to Basic Exchange Telecommunications Services provided by the LEC or CLEC. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Bellcore document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the rate center point nor must it be located within the rate center area, but must be in the same LATA as the NPA/NXX.¹
- SS. "Tariff Services" as used throughout this Agreement refers to the applicable Party's interstate tariffs and state tariffs, price lists, price schedules and catalogs.
- TT. "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).
- UU. Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

¹ Commission Decision No. 59872 states: "MFS's fiber ring, and its intended customer base, is concentrated in the Phoenix business district. While MFS may serve additional customers throughout the state by resale or purchase of unbundled elements, it is unlikely that initially many customers will be in the far reaches of the LATA. MFS should use sound engineering principles in its location of POI, and place the initial POI in the vicinity of its fiber ring. If MFS pursues a customer base in other locations within the state, we require that as its customers increase in a specific area, it add a POI to serve those customers' local traffic without USWC incurring uncompensated expense of transporting local traffic significant distances." The Parties to this Agreement agree to abide by this Commission Decision.

IV. RATES AND CHARGES GENERALLY

- A. Prices for termination and transport of traffic, interconnection, access to unbundled network elements, and ancillary services are set forth in Appendix A.
- B. USWC's wholesale discounts for resale services are set forth in Appendix A.
- C. The underlying provider of a resold service shall be entitled to receive, from the purchaser of switched access, the appropriate access charges pursuant to its then effective switched access tariff. For the purposes of this paragraph, Unbundled Loops are not considered as resold services.

V. RECIPROCAL TRAFFIC EXCHANGE

A. Scope

Reciprocal traffic exchange addresses the exchange of traffic between North County end users and USWC end users. If such traffic is local, the provisions of this Agreement shall apply. Where either party acts as an intraLATA toll provider or interLATA Interexchange Carrier (IXC) or where either party interconnects and delivers traffic to the other from third parties, each party shall bill such third parties the appropriate charges pursuant to its respective tariffs or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks, without the use of third party transit providers.

B. Types of Traffic

The types of traffic to be exchanged under this Agreement include:

1. EAS/local traffic as defined above.
2. IntraLATA toll traffic as defined above.
3. Switched access traffic, or interLATA toll traffic, as specifically defined in USWC's state and interstate switched access tariffs, and generally identified as that traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.
4. Transit traffic is any traffic other than switched access, that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network.

Transit service provides the ability for a Telecommunications Carrier to use its connection to a local or access tandem for delivery of calls that originate with a Telecommunications Carrier and terminate to a company other than the tandem company, such as another Competitive Local Exchange Carrier, an existing Exchange Carrier, or a wireless carrier. In these cases, neither the originating nor terminating end user is a customer of the tandem Telecommunications Carrier. The tandem Telecommunications Carrier will accept traffic originated by a Party and will terminate it at a point of interconnection with another local, intraLATA or interLATA network Telecommunications Carrier. This service is provided through local and access tandem switches.

5. Ancillary traffic includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - a. Directory Assistance
 - b. 911/E911
 - c. Operator call termination (busy line interrupt and verify)
 - d. 800/888 database dip
 - e. LIDB
 - f. Information services requiring special billing.
6. Unless otherwise stated in this Agreement, ancillary traffic will be exchanged in accordance with whether the traffic is Local/EAS, intraLATA toll, or Switched Access.

C. Types of Exchanged Traffic

1. Termination of Local Traffic.

Local traffic will be terminated as Local Interconnection Service (LIS).

2. Transport of Local Traffic

As negotiated between the Parties, the exchange of local traffic between the Parties may occur in several ways:

- a. While the parties anticipate the use of two way trunks for the delivery of local traffic, either Party may elect to provision its own one-way trunks for delivery of local traffic to be terminated on the other Party's network at the "initial" point of interconnection.
- b. The Parties may elect to purchase transport services from each other or from a third party. Such transport delivers the originating Party's local traffic to the terminating Party's end office or tandem for call termination. Transport may be purchased as either tandem switched transport (which is included in the tandem call termination rate) or direct trunk transport.

- c. Based on forecasted traffic at North County's busy hour in CCS, where there is a DS1's worth of traffic (512 CCS) between the North County switch and a USWC end office, the Parties agree to provision a dedicated (i.e., direct) two-way trunk group from the North County switch directly to the USWC end office. To the extent that North County has established a collocation arrangement at a USWC end office location, and has available capacity, the Parties agree that North County shall provide two-way direct trunk facilities, when required, from that end office to the North County switch. In all other cases, the direct facility may be provisioned by USWC or North County or a third party. If both North County and USWC desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.

3. Transit Traffic.

- a. USWC will accept traffic originated by North County and will terminate it at a point of interconnection with another CLEC, Exchange Carrier, Interexchange Carrier or Wireless Carrier. USWC will provide this transit service through local and access tandem switches. North County may also provide USWC with transit service.
- b. The Parties expect that all networks involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.
- c. The Parties will use industry standards developed to handle the provision and billing of Switched Access by multiple providers (MECAB, MECOD and the Parties' FCC tariffs), including the one-time provision of notification to North County of the billing name, billing address and carrier identification codes of all interexchange carriers originating or terminating at each USWC access tandem.

4. Toll Traffic.

- a. Toll traffic routed to an access tandem, or directly routed to an end office, will be terminated as Switched Access Service. Traffic terminated at the access tandem will be routed to the end offices within the LATA that subtend the USWC access tandem switch. Switched Access Service also allows for termination at an end

office or tandem via direct trunked circuits provisioned either by USWC or North County.

D. Rate Structure -- Local Traffic

1. Call Termination

- a. The Parties agree that call termination rates as described in Appendix A will apply reciprocally for the termination of local/EAS traffic per minute of use.
- b. For traffic terminated at a USWC or North County end office, the end office call termination rate in Appendix A shall apply.
- c. For traffic terminated at a USWC or North County tandem switch, the tandem call termination rate in Appendix A shall apply. The tandem call termination rate provides for end office call termination, tandem switched transport and tandem switching.
- d. The Parties acknowledge that North County will initially serve all of its customers within a given LATA through a single North County switch. The Parties also acknowledge that North County may, in the future, deploy additional switches in each LATA. The Parties acknowledge differing views on the appropriate rate treatment of the initial North County switch.

For purposes of call termination, the initial North County switch shall be treated as an end office switch.

- e. For purposes of call termination, this Agreement recognizes that the traffic originated by and terminated to enhanced service providers may be subject to further evaluation and review by the applicable regulatory authorities. The Parties agree that this traffic will be included for measuring traffic exchange, but to the extent that the applicable regulatory authorities alter or modify the routing of or compensation for this traffic, the Parties shall modify this Agreement to properly reflect such regulatory determination.

2. Transport

- a. If the Parties elect to each provision their own one-way trunks to the other Party's end office for the termination of local traffic, each Party will be responsible for its own expenses associated with the trunks and no transport charges will apply. Call termination charges shall apply as described above.
- b. If one Party desires to purchase direct trunk transport from the other Party, the following rate elements will apply. Transport rate elements include the direct trunk transport facilities between the

POI and the terminating party's tandem or end office switches. The applicable rates are described in Appendix A.

- c. Direct-trunked transport facilities are provided as dedicated DS3 or DS1 facilities without the tandem switching functions, for the use of either Party between the point of interconnection and the terminating end office or tandem switch.
- d. If the Parties elect to establish two-way direct trunks, the compensation for such jointly used 'shared' facilities shall be adjusted as follows. The nominal compensation shall be pursuant to the rates for direct trunk transport in Appendix A. The actual rate paid to the provider of the direct trunk facility shall be reduced to reflect the provider's use of that facility. The adjustment in the direct trunk transport rate shall be a percentage that reflects the provider's relative use (i.e., originating minutes of use) of the facility in the busy hour.
- e. Multiplexing options are available at rates described in Appendix A.

E. Rate Structure -- Toll Traffic.

- 1. Applicable Switched Access Tariff rates, terms, and conditions apply to toll traffic routed to an access tandem, or directly to an end office. Relevant rate elements include Direct Trunk Transport (DTT) or Tandem Switched Transport (TST), Interconnection Charge (IC), Local Switching, and Carrier Common Line, as appropriate.

F. Rate Structure -- Transit Traffic.

- 1. Applicable switched access, Type 2 or LIS transport rates apply for the use of USWC's network to transport transit traffic. For transiting local traffic, the applicable local transit rate applies to the originating party per Appendix A. For transiting toll traffic, the Parties will charge the applicable switched access rates to the responsible carrier. For terminating transiting wireless traffic, the Parties will charge their applicable rates to the wireless provider. For transiting wireless traffic, the Parties will charge each other the applicable local transit rate.

G. LIS Interface Code Availability And Optional Features

- 1. Interface Code Availability.

Supervisory Signaling specifications, and the applicable network channel interface codes for LIS trunks, are the same as those used for Feature Group D Switched Access Service, as described in the Parties' applicable switched access tariffs.

2. Optional Features.

a. Inband MF or SS7 Out of Band Signaling.

Inband MF signaling and SS7 Out of Band Signaling are available for LIS trunks. MF signaling or SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Provisioning of the LIS trunks equipped with MF signaling or SS7 Out of Band Signaling is the same as that used for Feature Group D Switched Access. Common Channel Signaling Access Capability Service, as set forth in Section XXVII herein, must be ordered by North County when SS7 Out-of-Band Signaling is requested on LIS trunks.

b. Clear Channel Capability.

Clear Channel Capability permits 24 DS0-64 kbit/s services or 1.536 Mbit/s of information on the 1.544 Mbit/s line rate. Clear Channel Capability is available for LIS trunks equipped with SS7 Out-of-Band Signaling. Clear Channel Capability is only available on trunks to USWC's access tandem switch or USWC's end office switches (where available); (Clear Channel Capability is not available on trunks to USWC's local tandem switches or end offices where it is currently not deployed. North County agrees to use the Network Interconnection and Unbundled Element Request process to request clear channel capability for such additional switches. Prices for such additional clear channel capability, if any, will be established through the NIUR Process). Clear Channel Capability must be requested on the order for the new LIS trunks. The provisioning of the LIS trunks equipped with Clear Channel Capability is the same as that used for Feature Group D Switched Access Service. USWC will provide North County with a listing of USWC end offices, local tandems and access tandems equipped with clear channel capability.

H. Measuring Local Interconnection Minutes

1. Measurement of terminating Local Interconnection Minutes begins when the terminating LIS entry switch receives answer supervision from the called end user's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user has disconnected, or North County's point of interconnection, whichever is recognized first by the entry switch.
2. USWC and North County are required to provide each other the proper call information (e.g., originated call party number and destination call

party number, etc.) to enable each Party to issue bills in a complete and timely fashion.

I. Testing

1. Acceptance Testing

At the time of installation of an LIS trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service. Please see USWC's applicable switched access tariff for the specifications.

2. Testing Capabilities

- a. Terminating LIS testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).
- b. In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable tariff rates.

J. Ordering

1. When ordering LIS, the ordering Party shall specify on the service order:
1) the type and number of interconnection facilities to terminate at the point of interconnection in the serving wire center; 2) the type of interoffice transport, (i.e., direct trunk transport or tandem switched transport); 3) the peak busy hour CCS from the North County end office; 4) the number of trunks to be provisioned at a local exchange office or tandem; 5) and any optional features (see form Appendix B). When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.
2. When the ordering Party initially orders a DS3 interconnection facility, in conjunction with tandem switched transport to a tandem, or DS3 direct trunk transport facilities to a tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment (CFA). On subsequent orders utilizing existing DS3 interconnection facilities, or DS3 direct trunk transport facilities, the provider will assign the DS1 facility to the DS3

interconnection facility or DS3 direct trunk transport facility, as directed by the ordering Party.

3. A joint planning meeting will precede North County and USWC trunking orders. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting tandem interconnection will provide its best estimate of the traffic distribution to each end office subtending the tandem.
4. Service intervals and due dates for negotiated arrangements will be determined on an individual case basis.

K. Billing Arrangements

1. USWC and North County desire to submit separate bills, pursuant to their separate tariffs, to interexchange carriers for their respective portions of jointly provided switched access service.

Based on the negotiated POI, the Parties will agree on a meet point percentage to enable the joint provisioning and billing of Switched Access Services to third parties in conformance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents and referenced in USWC's Switched Access Tariffs. The Parties understand and agree that MPB arrangements are available and functional only to/from Interexchange Carriers who directly connect with the tandem(s) that North County subtends in each LATA.

2. The Parties will use reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
3. As detailed in the MECAB document, North County and USWC will exchange all information necessary to bill third parties for Switched Access Services traffic jointly handled by North County and USWC via the meet point arrangement in a timely fashion. Information shall be exchanged in Exchange Message Record ("EMR") format (Bellcore Standard BR 010-200-010, as amended) on magnetic tape or via a mutually acceptable electronic file transfer protocol. The Parties will exchange records pursuant to this paragraph without additional compensation.
4. The Parties will agree upon reasonable audit standards and other procedures as required to ensure billing accuracy.

5. Each company will bill the IXC's the appropriate rate elements in accordance with their respective interstate and intrastate tariffs, as follows:

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	Dial Tone Provider
Local Switching	Dial Tone Provider
Interconnection Charge	Dial Tone Provider
Local Transport Termination	Based on negotiated BIP
Local Transport Facility (also called Tandem Transmission per mile)	Based on negotiated BIP
Tandem Switching	Access Tandem Provider
Entrance Facility	Access Tandem Provider

6. For originating 800/888 traffic routed to an access tandem, the tandem provider will perform 800/888 database inquiry and translation functions and bill the inquiry charge and translation charge (if any) to the interexchange carrier pursuant to tariff.
7. If Switched Access Detail Usage Data or Switched Access Summary Usage Data is not submitted in a timely fashion or if it is not in the proper format as previously defined, and if as a result, the receiving party is delayed in billing the IXC's, late payment charges will be payable by the recording party at a rate of 0.000493 per day (annual percentage rate of 18%) compounded daily for the number of days late. In the event the recording party has not submitted such data in the proper format by the 90th day following the original due date, billings for the traffic associated with such traffic will be deemed "lost" and the recording party shall be liable to the receiving party for the amount of the lost billings. In accordance with Commission Decision No. 59872, the foregoing is the exclusive remedy for such delays.

L. Mileage Measurement

Where required, the mileage measurement for LIS facilities and trunks is determined in the same manner as the mileage measurement for Feature Group D Switched Access Service.

M. Construction Charges

For issues related to construction charges, see Section XXIX of this Agreement.

VI. INTERCONNECTION

A. Definition

1. "Interconnection" is the linking of the USWC and North County networks for the mutual exchange of traffic and for North County access to

unbundled network elements. Interconnection does not include the transport and termination of traffic. Interconnection is provided by virtual or physical collocation, entrance facilities or meet point arrangements.

2. USWC will provide interconnection at the line side of the local switch, the trunk side of the local switch, trunk interconnection points of the tandem switch, central office cross-connect points, and signaling transfer points necessary to exchange traffic and access call related databases.

B. Mid-span Meet POI

1. A Mid-Span Meet POI is a negotiated point of interface, limited to the interconnection of facilities between one Party's switch and the other Party's switch. The actual physical point of interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI, if the meet point arrangement is used exclusively for the exchange of local traffic.
2. If the Mid-Span Meet arrangement is to be used for access to unbundled network elements, North County must pay the portion of the economic costs of the Mid-Span Meet arrangement used by North County for access to unbundled network elements.

C. Collocation

Interconnection may be accomplished through either virtual or physical collocation. The terms and conditions under which collocation will be available are described in Section VII herein.

D. Entrance Facility

Interconnection may be accomplished through the provision of an entrance facility. An entrance facility extends from the serving wire center of the provider to the other party's switch location. Entrance facilities may not extend beyond the area described by the provider's serving wire center. The rates for entrance facilities are provided in Appendix A.

E. Quality of Interconnection

USWC will not, for the purpose of interconnection, provide to North County less favorable terms and conditions than USWC provides itself or in a manner less efficient than it would impose on itself. The quality of interconnection will be at least equal to that of USWC. To the extent that North County requests higher or lower quality interconnection, North County agrees to use the New Interconnection/Unbundled Element Request procedure described in Section XXIII.

Both Parties agree to manage their network switches in accordance with the Bellcore LSSGR. The acceptable service levels for LIS and the criteria for applying protective controls will be administered in the same manner as the network management for Switched Access Service.

F. Points of Interface (POI)

Upon the request for specific point to point routing, USWC will make available to North County information indicating the location and technical characteristics of USWC's network facilities. The following alternatives are negotiable: (1) a DS1 or DS3 entrance facility, where facilities are available (where facilities are not available and USWC is required to build, see special construction charges in Section XXIX); (2) Virtual Collocation; (3) Physical Collocation; and (4) negotiated Mid-Span Meet facilities. Each Party is responsible for providing its own facilities up to the Mid-Span Meet POI. The Parties will negotiate the facilities arrangement between their networks.

G. Trunking Requirements

1. USWC agrees to provide designed interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards.
2. Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements. For example, (1) billing requirements - switched access vs. local traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to TOPS tandems. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.
 - a. IntraLATA toll and switched access trunks
 - b. EAS/local trunks
 - c. Directory Assistance trunks
 - d. 911/E911 trunks
 - e. Operator services trunks
 - f. Commercial Mobile Radio Service/Wireless traffic for which North County serves as the transit provider between the CMRS provider and USWC.
 - g. Meet Point Billing Trunks (for the joint provision of switched access).

Note: entries deleted, per Commission Order No. 59872.

3. Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/local, intraLATA toll, wireless/Commercial Mobile Radio Service, and switched access traffic. Ancillary service trunk groups will be made below a DS1 level, as negotiated.

4. The Parties will provide Common Channel Signaling (CCS) to one another, where available, in conjunction with all Local/EAS Trunk Circuits. All CCS signaling parameters will be provided including calling party number (CPN), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored.
5. Where CCS is not available, in-band multi-frequency (MF) wink start signaling will be provided. When the Parties interconnect via CCS for jointly provided switched access service, the tandem provider will provide MF/CCS interworking as required for interconnection with interexchange carriers who use MF signalling.
6. The Parties will follow all Ordering and Billing Forum adopted standards pertaining to CIC/OZZ codes.
7. USWC will cooperate in the provision of TNS (Transit Network Selection) for the joint provision of switched access.
8. The Parties shall terminate local/EAS traffic exclusively on local/EAS trunk groups. No local/EAS trunk groups shall be terminated on USWC's access tandems.

H. Service Interruptions.

1. Standards and procedures for notification of trunk disconnects will be jointly developed by the Parties. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. Collectively, the Parties will use their best good faith efforts to complete and agree on such plan.
2. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".
3. If either Party causes an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. They shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party

agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

4. Each Party shall be solely responsible, and bear the expense, for the overall design of its services. Each Party shall also be responsible for any redesign or rearrangement of its services that may be required because of changes in facilities, operations or procedures, minimum network protection criteria, and operating or maintenance characteristics of the facilities.
5. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) for such service.
6. Where new facilities, services and arrangements are installed, the TRCO shall ensure that continuity exists and take appropriate transmission measurements before advising the other Party that the new circuit is ready for service.
7. Each Party shall furnish a trouble reporting telephone number for the designated TRCO. This number shall give access to the location where facility records are normally located and where current status reports on any trouble reports are readily available. Alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.
8. Before either Party reports a trouble condition, they shall use their best efforts to isolate the trouble to the other's facilities.
 - a) In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting carriers.
 - b) The Parties shall cooperate in isolating trouble conditions.

I. Interconnection Forecasting

1. The Parties agree that during the first year of interconnection, joint forecasting and planning meetings will take place no less frequently than once per quarter.
2. The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other four times a year. The quarterly forecasts shall include forecasted requirements for each trunk group identified in Paragraph G(2) of this Section. In addition, the forecast shall

include, for tandem-switched traffic, the quantity of tandem-switched traffic forecasted for each subtending end office. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Forecasts shall be for a minimum of three (current and plus-1 and plus-2) years;

- a) The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
 - b) A description of major network projects anticipated for the following six months that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.
3. If differences in quarterly forecasts of the Parties vary by more than 24 additional DS0 two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 24 DS0 trunks.
 4. If a trunk group is under 75 percent of centum call seconds (ccs) capacity on a monthly average basis for each month of any three month period, either Party may request to resize the trunk group, which resizing will not be unreasonably withheld. If a resizing occurs, the trunk group shall not be left with less than 25 percent excess capacity. In all cases, grade of service objectives identified below shall be maintained.
 5. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

VII. COLLOCATION

1. Collocation allows North County to obtain dedicated space in a USWC wire center and to place equipment in such spaces to interconnect with the USWC network. North County may request collocation at other USWC locations pursuant to the NIUER Process or through additional interconnection negotiations under the Act. USWC will provide the resources necessary for the operation and economical use of collocated equipment. POIs for network interconnection can be established through virtual or physical collocation arrangements.
2. Collocation is offered for network interconnection between the Parties. The collocated party may cross connect to other collocated parties via

expanded interconnection channel terminations provided by USWC, provided that North County's collocated equipment is used for interconnection with USWC or access to USWC's unbundled network elements. Additional terms, conditions and rates apply in conjunction with subsequent call termination (e.g., call termination charges, tandem switching, tandem-switched transport, see Section V, Reciprocal Traffic Exchange.)

3. Except when North County purchases USWC's unbundled network transmission elements, North County will construct its own fiber optic cable to the USWC-designated point of interconnection. USWC will extend North County's fiber optic cable from the POI to the cable vault within the wire center. If necessary, USWC may bring the cable into compliance with USWC internal fire code standards and extend the cable to the collocated space.
4. North County will be provided two points of entry into the USWC wire center only when there are at least two existing entry points for USWC cable and when there are vacant entrance ducts in both. USWC will promptly remove any unused cabling to free up entrance ducts when no other ducts are available. Cable entry will be limited to fiber facilities.
5. North County may collocate transmission equipment to terminate basic transmission facilities. North County may request collocation of other equipment pursuant to the NIUER Process or through additional interconnection negotiations under the Act. North County must identify what equipment will be installed, to allow for USWC to use this information in engineering the power, floor loading, heat release, environmental particulant level, and HVAC.
6. Nothing in this part shall be construed to limit North County's ability to obtain both virtual and physical collocation in a single location.

B. Virtual Collocation

1. USWC shall provide virtual collocation for the purpose of Interconnection or access to unbundled Network Elements subject to the rates, terms and conditions of this Agreement.
2. North County will not have physical access to the USWC wire center building pursuant to a virtual collocation arrangement.
3. North County will be responsible for obtaining and providing to USWC administrative codes, e.g., common language codes, for all equipment specified by North County and installed in wire center buildings.
4. North County will be responsible for payment of training of USWC employees for the maintenance, operation and installation of North

County's virtually collocated equipment when that equipment is different than the equipment used by USWC.

5. North County will be responsible for payment of charges incurred in the maintenance and/or repair of North County's virtually collocated equipment.
6. USWC does not guarantee the reliability North County's virtually collocated equipment.
7. North County is responsible for ensuring the functionality of virtually collocated SONET equipment provided by different manufacturers.
8. Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00am to 5:00pm and after business hours are after 5:00pm and before 8:00am, Monday through Friday, all day Saturday, Sunday and holidays.
9. North County will transfer possession of North County's virtually collocated equipment to USWC via a no cost lease. The sole purpose of the lease is to provide USWC with exclusive possessory rights to North County's virtually collocated equipment. Title to the North County virtually collocated equipment shall not pass to USWC.
10. Installation and maintenance of North County's virtually collocated equipment will be performed by USWC or a USWC authorized vendor.
11. North County shall ensure that upon receipt of the North County virtually collocated equipment by USWC, all warranties and access to ongoing technical support are passed through to USWC, all at North County's expense. The interconnector shall advise the manufacturer and seller of the virtually collocated equipment that it will be possessed, installed and maintained by USWC.
12. North County's virtually collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063, USWC wire center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. North County shall provide USWC interface specifications (e.g., electrical, functional, physical and software) of North County's virtually collocated equipment.
13. USWC may restrict the type of virtually collocated equipment. USWC will only permit basic transmission terminating equipment to be virtually collocated by North County. North County may request collocation of other equipment pursuant to the NIUER Process or through additional interconnection negotiations under the Act.

14. North County must specify all software options and associated plug-ins for its virtually collocated equipment.
15. North County is responsible for purchasing and maintaining a supply of spares. Upon failure of North County's virtually collocated equipment, North County is responsible for transportation and delivery of maintenance spares to USWC at the wire center housing the failed equipment.

C. Physical Collocation

1. USWC shall provide to North County Physical Collocation of equipment necessary for Interconnection or for access to unbundled Network Elements, except that USWC may provide for Virtual Collocation if USWC demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. USWC shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission subject to the rates, terms and conditions of this Agreement.
2. Where North County is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, North County may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to the rates, terms and conditions of this Agreement, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation at such premises to Physical Collocation, in which case North County shall coordinate the construction and rearrangement with USWC of its equipment (IDLC and transmission) and circuits for which North County shall pay USWC at applicable rates, and pursuant to the other terms and conditions in this Agreement. In addition, all applicable Physical Collocation recurring charges shall apply.
3. North County will be allowed access to the POI on non-discriminatory terms. North County owns and is responsible for the installation, maintenance and repair of its transmission equipment located within the space rented from USWC.
4. North County must use leased space promptly and may not warehouse space for later use or sublease to another provider. Physical collocation is offered in wire centers on a space-available, first come, first-served basis.
5. The minimum standard leasable amount of floor space is 100 square feet. North County must efficiently use the leased space; no more than 50% of the floor space may be used for storage cabinets and work

surfaces. The Commission will be the final arbitrator in points of dispute between the Parties.

6. North County's leased floor space will be separated from other competitive providers and USWC space through cages or hard walls. North County may elect to have USWC construct the cage, or choose from USWC approved contractors to construct the cage, meeting USWC's installation Technical Publication 77350.

7. The following standard features will be provided by USWC:

- a. Heating, ventilation and air conditioning.
- b. Smoke/fire detection and any other building code requirement.

8. USWC Responsibilities.

- a. Design the floor space within each wire center which will constitute North County's leased space.
- b. Ensure that the necessary construction work is performed to build North County's leased physical space and the riser from the vault to the leased physical space.
- c. Develop a quotation specific to North County's request.
- d. Extend USWC-provided and owned fiber optic cable from the POI through the cable vault and extending the cable to North County's leased physical space or place the cable in fire retardant tubing prior to extension to North County's leased physical space.
- e. Installation and maintenance and all related activity necessary to provide Channel Termination between USWC's and North County's equipment.
- f. Work cooperatively with North County in matters of joint testing and maintenance.

9. North County Responsibilities

- a. Determine the type of enclosure for the physical space.
- b. Where applicable, procure, install and maintain all fiber optic facilities up to the USWC designated POI.
- c. Install, maintain, repair and service all North County's equipment located in the leased physical space.

- d. Ensure that all equipment installed by North County complies with Bellcore Network Equipment Building System Generic Equipment requirements, USWC wire center environmental and transmission standards, and any statutory (local, federal, or state) or regulatory requirements in effect at the time of equipment installation or that subsequently become effective.
- 10. Once construction is complete for physical collocation and North County has accepted its leased physical space, North County may order its DS0, DS1, DS3 or other Expanded Interconnection Channel Terminations.
- 11. North County may not extend dark fiber to North County's leased physical space or connecting DS1/DS3 Channel Terminations to USWC dark fiber.
- 12. If, at any time, USWC determines that the equipment or the installation does not meet requirements, North County will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If North County fails to correct any non-compliance within fifteen (15) days of written notice of non-compliance, USWC may have the equipment removed or the condition corrected at North County's expense.
- 13. If, during installation, USWC determines North County activities or equipment are unsafe, non-standard or in violation of any applicable laws or regulations, USWC has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of USWC employees, interfere with the performance of USWC's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, USWC may perform such work and/or take action as is necessary to correct the condition at North County's expense.
- 14. For each Physical Collocation, the Parties agree to execute an individual 'Physical Collocation Agreement' in form attached hereto as Appendix C.

D. Collocation Rate Elements

1. Common Rate Elements

The following rate elements are common to both virtual and physical collocation:

- a. Quote Preparation Fee. This covers the work involved in developing a quotation for North County for the total costs involved in its collocation request.
- b. Entrance Facility. Provides for fiber optic cable on a per fiber basis from the point of interconnection utilizing USWC owned, conventional single mode type of fiber optic cable to the

collocated equipment (for virtual collocation) or to the leased space (for physical collocation). Entrance facility includes riser, fiber placement, entrance closure, conduit/innerduct, and core drilling.

- c. Cable Splicing. Represents the labor and equipment to perform a subsequent splice to the North County provided fiber optic cable after the initial installation splice. Includes a per-setup and a per-fiber-spliced rate elements.
- d. -48 Volt Power. Provides -48 volt power to the North County collocated equipment. Charged on a per ampere basis.
- e. 48 Volt Power Cable. Provides for the transmission of -48 Volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for physical collocation) or to the collocated equipment (for virtual collocation).
- f. Inspector Labor. Provides for the USWC qualified personnel necessary when North County requires access to the point of interconnection after the initial installation or access to its physical collocation floor space, where an escort is required. A call-out of an inspector after business hours is subject to a minimum charge of four hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' USWC employee (or contract employee) is required to go 'on-shift' on behalf of North County.
- g. Expanded Interconnection Channel Termination (EICT). Telecommunications interconnection between North County's collocated equipment and USWC's network is accomplished via an Expanded Interconnection Channel Termination (EICT). This element can be at the DS0, DS1, DS3 or other level depending on the USWC service it is connecting to. Connection to any other network or telecommunications source within the wire center is allowed only through USWC services.
- h. Expanded Interconnection Channel Regeneration. Required when the distance from the leased physical space (for physical collocation) or from the collocated equipment (for virtual collocation) to the USWC network is of sufficient length to require regeneration.

2. Physical Collocation Rate Elements

The following rate elements apply only to physical collocation arrangements:

- a. **Floor Space Rental.** Provides the monthly rent for the leased physical space, property taxes and base operating cost without -48 Volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 Volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of the USWC wire center areas surrounding the leased physical space and general repair and maintenance.
- b. **Enclosure Buildout.** The Enclosure Buildout element, either Cage or, at North County's option, Hardwall, includes the material and labor to construct the enclosure specified by North County or North County may choose from USWC approved contractors to construct the cage, meeting USWC's installation Technical Publication 77350. It includes the enclosure (cage or hardwall), air conditioning (to support North County loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or number required by building code for the hardwall enclosure). Also provides for humidification, if required.
- c. **Pricing for the above physical collocation rate elements** will be provided on an individual basis due to the uniqueness of North County's requirements, central office structure and arrangements.

3. **Virtual Collocation Rate Elements**

The following rate elements apply uniquely to virtual collocation:

- a. **Maintenance Labor --** Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of the North County virtually collocated equipment. North County is responsible for ordering maintenance spares. USWC will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment for North County. A call-out of a maintenance technician after business hours is subject to a minimum charge as specified above.
- b. **Training Labor --** Provides for the billing of vendor-provided training for USWC personnel on a metropolitan service area basis, necessary for North County virtually collocated equipment which is different from USWC provided equipment. USWC will require

three USWC employees to be trained per metropolitan service area in which the North County virtually collocated equipment is located. If, by an act of USWC, trained employees are relocated, retired, or are no longer available, USWC will not require North County to provide training for additional USWC employees for the same virtually collocated equipment in the same metropolitan area. The amount of training billed to North County will be reduced by half, should a second collocater in the same metropolitan area select the same virtually collocated equipment as North County.

- c. Equipment Bay -- Provides mounting space for the North County virtually collocated equipment. Each bay includes the 7 foot bay, its installation, all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf.
- d. Engineering Labor -- Provides the planning and engineering of the North County virtually collocated equipment at the time of installation, change or removal.
- e. Installation Labor -- Provides for the installation, change or removal of the North County virtually collocated equipment.

E. Collocation Installation Intervals

The following intervals are common to both virtual and physical collocation:

1. Acknowledgment of Floor Space Availability. Within fifteen days of the receipt by USWC from North County of a Request for Collocation and an associated Quote Preparation Fee, USWC will notify North County whether the sufficient floor space is available to accommodate North County's request.
2. Quote Preparation. Within twenty-five business days of the receipt by USWC from North County of a Request for Collocation and an associated Quote Preparation Fee, USWC provide North County with a written quotation containing all nonrecurring charges for the requested collocation arrangement.
3. Quote Acceptance. Within thirty days of the receipt by North County of the USWC quotation, North County will accept the USWC proposed quotation. Acceptance shall require payment to USWC of fifty percent of the non-recurring charges provided on the quotation.
4. Completion of Cage Construction (physical collocation only). Within 90 days of the acceptance of the quotation by North County, the construction of the necessary cage/hardwall enclosure shall be

completed. At this time, the leased floor space will be available to North County for installation of its collocated equipment.

5. Completion of Collocated Equipment Installation (virtual collocation only) -
- USWC shall complete the installation of North County's collocated equipment within 90 days of USWC's receipt of North County's collocated equipment. The installation of line cards and other minor modifications shall be performed by USWC on intervals equivalent to those that USWC applies to itself, but in no instance shall any such interval exceed 90 days.

VIII. INTERIM NUMBER PORTABILITY

A. General Terms

1. The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.
2. Until Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide Interim Telecommunications Number Portability ("INP") to each other through remote call forwarding, direct inward dialing and NXX migration.
3. Once permanent number portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP customer numbers to permanent number portability. Upon implementation of permanent number portability pursuant to FCC regulations, both Parties agree to conform and provide such permanent number portability.
4. USWC will update its Line Information Database ("LIDB") listings for retained numbers, and restrict or cancel calling cards associated with these forwarded numbers as directed by North County. LIDB updates shall be completed by the Parties on the same business day each INP arrangement is activated.
5. Upon request, USWC shall provide to North County INP via Direct Inward Dial Trunks pursuant to applicable tariffs.
6. Where either party has activated an entire NXX for a single customer, or activated a substantial portion of an NXX for a single customer with the remaining numbers in that NXX either reserved for future use or

otherwise unused, if such customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movement of NXXs from one switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

B. Description Of Service

1. Interim Number Portability Service ("INP") is a service arrangement that can be provided by USWC to North County or by North County to USWC. For the purposes of this section, the Party porting traffic to the other Party shall be referred to as the "INP Provider" and the Party receiving INP traffic for termination shall be referred to as the "INP Requestor".
2. INP applies to those situations where an end-user customer elects to transfer service from the INP Provider to the INP Requestor and they also wish to retain their existing telephone number. INP consists of INP Provider's provision to the INP Requestor the capability to route calls placed to telephone numbers assigned to the INP Provider's switches to the INP Requestor's switches. INP is available only for working telephone numbers assigned to the INP Provider's customers who request to transfer to the INP Requestor's service
3. INP is available as INP-Remote Call Forwarding ("INP-RCF") permitting a call to a INP Provider's assigned telephone number to be translated to the INP Requestor's dialable local number. INP Requestor may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible. The INP Requestor will need to specify the number of simultaneous calls to be forwarded for each number ported.
4. INP is subject to the following restrictions:
 - i. An INP telephone number may be assigned by INP Requestor only to the Requestor's customers located within the INP Provider's local calling area and toll rating area that is associated with the NXX of the portable number.
 - ii. INP is applicable only if the INP Requestor is engaged in a reciprocal traffic exchange arrangement with the INP Provider.
 - iii. Only the existing, INP Provider assigned end-user telephone number may be used as a ported number for INP.

- iv. INP will not be provided by the INP Provider for customers whose accounts are in arrears and who elect to make a change of service provider unless and until the following conditions are met:
 - Full payment for the account (including directory advertising charges associated with the customer's telephone number) is made by customer or INP Requestor agrees to make full payment on behalf of customer.
 - INP Provider is notified in advance of the change in service provider and a Change of Responsibility form is issued.
 - INP Provider accepts the transfer of responsibility.
- v. INP services shall not be re-sold, shared or assigned by either party to another LEC or CLEC.
- vi. INP is not offered for NXX Codes 555, 976, 960 and coin telephones, and Service Access Codes (i.e. 500, 700, 800/888, 900). INP is not available for FGA seven-digit numbers, including foreign exchange (FEX), FX and FX/ONAL and foreign Central Office Service. Furthermore, INP numbers may not be used for mass calling events.
- vii. The ported telephone number will be returned to the originating company (or to the common pool of telephone numbers upon implementation of permanent number portability) when the ported service is disconnected. The company purchasing a ported number may not retain it and reassign it to another customer. The normal intercept announcement will be provided by the INP Provider for the period of time until the telephone number is reassigned by the Provider.

5. Ordering and Maintenance

- a. The INP Requestor is responsible for all dealings with and on behalf of its end users, including all end user account activity, e.g. end user queries and complaints.
- b. Each party is responsible for obtaining a Letter of Authorization (LOA) from its end users who requests a transfer of the end user's telephone number from the other party.
- c. The INP Provider will work cooperatively with the Requestor to ensure a smooth customer transition and to avoid unnecessary

duplication of other facilities (e.g., unbundled loops). The Parties will cooperate to develop intercompany procedures to implement the requirements of this paragraph.

- d. If an end user requests transfer of service from the INP Requestor back to the INP Provider, the Provider may rely on that end user request to institute cancellation of the INP service. The INP Provider will provide at least 48 hours notice to the INP Requestor of the cancellation of INP service, and will work cooperatively with the Requestor to ensure a smooth customer transition and to avoid unnecessary duplication of other facilities (e.g., unbundled loops). The Parties will cooperate to develop intercompany procedures to implement the requirements of this paragraph.
- e. Certain features are not available on calls passed through INP service.
- f. The Requestor's designated INP switch must return answer and disconnect supervision to the INP Provider's switch.
- g. The Requestor will provide to the E911 database provider the network telephone number that the Requestor assigned to the Provider-assigned, ported telephone number. Updates to and maintenance of the INP information to the E911 database are the responsibility of the INP Requestor.
- h. The INP Requestor will submit to the INP Provider a disconnect order for each ported number that is relinquished by the Requestor's end users.

6. Cost Recovery

- a. North County and USWC shall provide Remote Call Forwarding functionality or other INP capabilities to each other at no charge in accordance with the provision of the FCC's First Report and Order and further Notice of Proposed Rule Making, see Docket No. 95-116 ("FCC Number Portability Order").
- b. The costs incurred by North County and USWC of providing INP shall be recovered through a broad based cost recovery mechanism as described in the FCC Number Portability Order. The Parties will work together in encouraging state commissions to establish such a mechanism.²

² The Commission directed MFS and USWC, in Commission Decision No. 59872, with respect to cost recovery as follows: "We will require the annual surcharge for number portability to be assessed based upon each carrier's number of ported telephone numbers relative to the total number of active telephone numbers in the local service area, which is the first INP cost recovery method recommended by the FCC in the TNP Order, Para. 136. While this is not a generic proceeding and therefore we cannot order all

- c. The parties shall, each quarter, exchange the confidential data necessary to implement the above pro-rata assignment of interim number portability costs.
- d. The INP Provider will, when using RCF, send the original ("ported") number over the interconnection arrangements as the calling party number using the signaling protocol applicable to the arrangements. The INP Requestor will capture and measure the number of minutes of INP incoming traffic. USWC will provide (and update quarterly) percentage distributions of all terminating traffic in the LATA by jurisdictional nature of the traffic: a) local; b) intrastate, intraLATA switched access; c) intrastate, interLATA switched access; d) interstate, intraLATA switched access; e) interstate, interLATA switched access. Separate residence and business percentage distributions will be provided, to the extent possible. The Parties agree to work cooperatively to develop and exchange the data required to implement this paragraph. The appropriate percentage will be applied to the number of minutes of INP traffic in each category to determine the number of minutes eligible for additional "pass through" switched access compensation. Pass through switched access compensation will be paid at the following rates:³

For all intra-LATA toll and inter-LATA minutes delivered over INP, USWC will pay, in lieu of reciprocal compensation, all terminating switched access elements otherwise due the terminating office provider, including:

end office switching;
IC (interconnection charge);
CCLC; and
appropriate portion of tandem switched transport.

IX. DIALING PARITY

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act. This Agreement does not impact either Party's ability to default intraLATA toll via a specific dialing pattern until otherwise required by the Act.

carriers to comply with the payment method at this time, we anticipate ordering each carrier to comply as part of its interconnection proceeding." The Parties to this Agreement agree to comply with this Commission decision.

³This provision is adopted pursuant to Commission Decision No. 59872.

X. ACCESS TO TELEPHONE NUMBERS

1. Number Resources Arrangements.

- a. Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010). NXXs, and the initial points of interface for interconnection between the Parties' networks, will be included in Addenda to this Agreement.
- b. To the extent USWC serves as Central Office Code Administrator for a given region, USWC will support all North County requests related to central office (NXX) code administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines.
- c. The parties shall provide local dialing parity to each other as required under Section 251(b)(3) of the Act.
- d. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
- e. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.
- f. Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.
- g. Until an impartial entity is appointed to administer telecommunications numbering and to make such numbers available on an equitable basis, USWC will assign NXX codes to North County in accordance with national guidelines at no charge.
- h. Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches. Each party shall use the LERG published by Bellcore or its successor for obtaining routing

information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

XI. CALL COMPLETION FROM USWC OPERATORS

USWC Operators will provide operator call completion and call completion and rating information and like assistance to any end user customer reaching USWC Operators (including information for calls to North County' NXXs) in the same manner as they provide such services for end user customers served by USWC NXXs and for calls involving only USWC NXXs.

XII. BUSY LINE VERIFY/INTERRUPT

- A. Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call, and a charge shall apply whether or not the called party releases the line.
- B. Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.
- C. The rate for Busy Line Verify shall be \$.72 per call, and for Busy Line Verify and Interrupt, \$.87 per call.
- D. Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks.
- E. Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Section VI, Interconnection, consistent with the Joint Grooming Plan. Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth above.

XIII. TOLL AND ASSISTANCE OPERATOR SERVICES

1. Description of Service.

Toll and Assistance refers to functions customers associate with the "O" operator. Subject to availability and capacity, access may be provided via operator services trunks purchased from USWC or provided by North County via collocation arrangements to route calls to North County's platform.
2. Functions include:
 - a. O-Coin, Automatic Coin Telephone Service (ACTS) - these functions complete coin calls, collect coins and provide coin rates.
 - b. Alternate Billing Services (ABS or O+ dialing): Bill to third party, Collect and Mechanized Credit Card System (MCCS).
 - c. O- or operator assistance which provides general assistance such as dialing instruction and assistance, rate quotes, emergency call completion and providing credit.
 - d. Automated Branding - ability to announce the carrier's name to the customer during the introduction of the call.
 - e. Rating Services - operators have access to tables that are populated with all toll rates used by the operator switch.
3. Pricing for Toll and Assistance Operator Services shall be determined on a case-by-case basis, upon request.
4. Interconnection to the USWC Toll and Assistance Operator Services from an end office to USWC T/A is technically feasible at three distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the T/A host switch. The second connection point is an operator services trunk connected directly to a remote T/A switch. The third connection point is an operator services trunk connected to a remote access tandem with operator concentration capabilities.
5. Trunk provisioning and facility ownership will follow the guidelines recommended by the Trunking and Routing, IOF and Switch sub-teams. All trunk interconnections will be digital.
6. Toll and Assistance interconnection will require an operator services type trunk between the end office and the interconnection point on the USWC switch.

7. Connecting a position to the host system requires two circuits (one voice and one data) per position on a T1 facility.
8. The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the OSSGR under Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

XIV. DIRECTORY ASSISTANCE

- A. USWC agrees to (1) provide to North County operators on line access to USWC's directory assistance database; (2) provide to North County unbranded directory assistance service (3) provide to North County directory assistance service under North County brand (where technically feasible); (4) allow North County or a North County designated operator bureau to license USWC's directory assistance database for use in providing competitive directory assistance services; and (5) in conjunction with (2) or (3) above, provide caller-optional directory assistance call completion service which is comparable in every way to the directory assistance call completion service USWC makes available to its own users and to provide caller name and number.
- B. The price for directory assistance, provided pursuant to this Agreement, shall be 34 cents per call. As an alternative, the Parties may obtain directory assistance service pursuant to effective tariffs.
- C. The price for directory call completion services shall be 35 cents per call, pending the completion of an approved TELRIC cost study. Additional charges, for USWC intraLATA toll services, also apply for completed intraLATA toll calls. Long distance service shall be available pursuant to the wholesale discount provided in Section XXX, Resale, herein. Call completion service is an optional service. North County may, at its option, request USWC to not provide call completion services to North County customers.

XV. LISTINGS

- A. Scope.
 1. Listings Service ("Listings") consists of USWC placing the names, addresses and telephone numbers of North County's end users in USWC's listing database, based on end user information provided to USWC by North County. USWC is authorized to use Listings in Directory Assistance (DA) and as noted in paragraph 4, below.
 2. North County will provide in standard, mechanized format, and USWC will accept at no charge, one primary listing for each main telephone number belonging to North County's end user customers. Primary listings are as

defined for USWC end users in USWC's general exchange tariffs. North County will be charged for premium listings, e.g., additional, foreign, cross reference, informational, etc., at USWC's general exchange listing tariff rates. North County utilizing Remote Call Forwarding for local number portability can list only one number without charge - either the end customer's original telephone number or the North County-assigned number. The standard discounted rate for an additional listing applies to the other number.

3. USWC will furnish North County the Listings format specifications. North County may supply a maximum of one batch file daily, containing only Listings that completed on or prior to the transmission date. USWC cannot accept Listings with advance completion dates. Large volume activity (e.g., 100 or more listings) on a caption set is considered a project that requires coordination between North County and USWC to determine time frames.
4. North County grants USWC a non-exclusive license to incorporate Listings information into its directory assistance database. North County hereby selects one of two options for USWC's use of Listings and dissemination of Listings to third parties.

EITHER:

- a. Treat the same as USWC's end user listings - No prior authorization is needed for USWC to release Listings to directory publishers or other third parties. USWC will incorporate Listings information in all existing and future directory assistance applications developed by USWC. North County authorizes USWC to sell and otherwise make Listings available to directory publishers. USWC shall be entitled to retain all revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

OR:

- b. Restrict to USWC's directory assistance -- Prior authorization required by North County for all other uses. North County makes its own, separate agreements with USWC, third parties and directory publishers for all uses of its Listings beyond DA. USWC will sell Listings to directory publishers (including USWC's publisher affiliate), other third parties and USWC products only after the third party presents proof of North County's authorization. USWC shall be entitled to retain all revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.
5. To the extent that state tariffs limit USWC's liability with regard to Listings, the applicable state tariff(s) is incorporated herein and

supersedes Section XXXIV(U), "Limitation of Liability", of this Agreement with respect to Listings only.

B. USWC Responsibilities

1. USWC is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with North County orders. USWC will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that North County has supplied USWC the necessary privacy indicators on such Listings.
2. USWC will include North County Listings in USWC's Directory Assistance service to ensure that callers to USWC's Directory Assistance service have non-discriminatory access to North County's Listings.
3. USWC will incorporate North County Listings provided to USWC in the white pages directory published on USWC's behalf.

C. North County Responsibilities

1. North County agrees to provide to USWC its end user names, addresses and telephone numbers in a standard mechanized format, as specified by USWC.
2. North County will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide USWC the means of identifying Listings ownership.
3. North County represents and warrants the end user information provided to USWC is accurate and correct. North County further represents and warrants that it has reviewed all Listings provided to USWC, including end user requested restrictions on use such as non-published and non-listed. North County shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings (e.g., no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying USWC with the applicable Listing information.
4. North County is responsible for all dealings with, and on behalf of, North County's end users, including:
 - a. All end user account activity, e.g. end user queries and complaints.
 - b. All account maintenance activity, e.g., additions, changes, issuance of orders for Listings to USWC.

- c. Determining privacy requirements and accurately coding the privacy indicators for North County's end user information. If end user information provided by North County to USWC does not contain a privacy indicator, no privacy restrictions will apply.
 - d. Any additional services requested by North County's end users.
- D. The terms contained in this Section refer specifically to the provision of Listings from North County to USWC. The Parties acknowledge that the Telecommunications Act of 1996 imposes reciprocal obligations on incumbent and new entrant Local Exchange providers with respect to directory assistance listings and white pages listings. As a result, the Parties agree that the terms in this Section are reciprocal and also include the provision of Listings from USWC to North County, in the event that North County provides its own directory assistance service or publishes its own white pages directory.

XVI. U S WEST DEX ISSUES

USWC and North County agree that certain issues, such as yellow page advertising, directory distribution, access to call guide pages, yellow page listings, will be the subject of negotiations between North County and directory publishers, including U S WEST DEX. USWC acknowledges that North County may request USWC to facilitate discussions between North County and U S WEST DEX.

XVII. ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY

Each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each party's applicable tariffs and/or standard agreements.

XVIII. ACCESS TO DATABASES

In accordance with Section 271 of the Act, USWC shall provide North County with interfaces to access USWC's databases and associated signaling necessary for the routing and completion of North County traffic. Except where otherwise specified, access to such databases, and the appropriate interfaces, shall be made available to North County via a Network Interconnection and Unbundled Element Request.

XIX. NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party in accordance with the applicable FCC regulations.

XX. 911/E-911 SERVICE

1. Scope.

- a. North County exchanges to be included in USWC's E-911 Data Base will be indicated via written notice and will not require an amendment to this Agreement.
- b. In counties where USWC has obligations under existing agreements as the primary provider of the 911 System to the county, North County will participate in the provision of the 911 System as described in this Agreement.
 - i. Each party will be responsible for those portions of the 911 System for which it has total control, including any necessary maintenance to each Party's portion of the 911 System.
 - ii. USWC will be responsible for maintaining the E-911 Data Base. USWC will provide a copy of the Master Street Address Guide ("MSAG"), and periodic updates, to North County.
 - iii. North County assumes all responsibility for the accuracy of the data that North County provides to USWC for MSAG preparation and E-911 Data Base operation.
 - iv. North County will provide end user data to the USWC ALI data base utilizing NENA-02-001 Recommended Formats For Data Exchange, NENA-02-002 Recommended Standard For Street Thoroughfare Abbreviations and NENA-02-003 Recommended Protocols For Data Exchange. USWC will furnish North County any variations to NENA recommendations required for ALI data base input.
 - v. North County will provide end user data to the USWC ALI data base that are Master Street Address Guide (MSAG) valid and meet all components of the NENA-02-004 Recommended Measurements For Data Quality.
 - vi. North County will update its end user records provided to the USWC ALI data base to agree with the 911 MSAG standards for its service areas.

- vii. USWC will provide North County with the identification of the USWC 911 controlling office that serves each geographic area served by North County.
 - viii. The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.
 - ix. USWC will provide North County with the ten-digit telephone numbers of each PSAP agency, for which USWC provides the 911 function, to be used by North County operators for handling emergency calls in those instances where the North County customer dials "O" instead of "911".
- c. If a third party; i.e., LEC, is the primary service provider to a county, North County will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and North County are totally separate from this Agreement and USWC makes no representations on behalf of the third party.
 - d. If North County is the primary service provider to the county, North County and USWC will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.
 - e. North County will separately negotiate with each county regarding the collection and reimbursement to the county of applicable customer taxes for 911 service.
 - f. North County is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of USWC for the 911 call delivery.
 - g. The parties shall provide a single point of contact to coordinate all activities under this Agreement.
 - h. Neither Party will reimburse the other for any expenses incurred in the provision of E-911 services.
2. Performance Criteria. E-911 Data Base accuracy shall be as set forth below:
- a. Accuracy of ALI (Automatic Location Identification) data will be measured jointly by the PSAPs (Public Safety Answering Points) and USWC in a format supplied by USWC. The reports shall be

forwarded to North County by USWC when relevant and will indicate incidents when incorrect or no ALI data is displayed.

- b. Each discrepancy report will be jointly researched by USWC and North County. Corrective action will be taken immediately by the responsible party.
- c. Each party will be responsible for the accuracy of its customer records. Each party specifically agrees to indemnify and hold harmless the other party from any claims, damages, or suits related to the accuracy of customer data provided for inclusion in the E-911 Data Base.
- d. The additional parameters by which the Parties will utilize the 911 or E-911 database will be the subject of further discussion between the parties.

XXI. REFERRAL ANNOUNCEMENT

When an end user customer changes from USWC to North County, or from North County to USWC, and does not retain their original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its tariff. This announcement will provide details on the new number that must be dialed to reach this customer.

XXII. COORDINATED REPAIR CALLS

- 1. North County and USWC will employ the following procedures for handling misdirected repair calls;
 - a. North County and USWC will provide their respective customers with the correct telephone numbers to call for access to their respective repair bureaus.
 - b. Customers of North County shall be instructed to report all cases of trouble to North County. Customers of USWC shall be instructed to report all cases of trouble to USWC.
 - c. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.
 - d. North County and USWC will provide their respective repair contact numbers to one another on a reciprocal basis.

- e. In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party may respond with accurate information in answering customer questions.

XXIII. NETWORK INTERCONNECTION AND UNBUNDLED ELEMENT REQUEST

- A. Any request for interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Network Interconnection and Unbundled Element Request (NIUER). USWC shall use the NIUER Process to determine technical feasibility of the requested interconnection or Network Elements and, for those items found to be feasible, to provide the terms and timetable for providing the requested items.
- B. A NIUER shall be submitted in writing and shall, at a minimum, include: (a) a technical description of each requested Network Element or interconnection; (b) the desired interface specification; (c) each requested type of interconnection or access; (d) a statement that the interconnection or Network Element will be used to provide a telecommunications service; and (e) the quantity requested.
- C. Within 15 business days of its receipt, USWC shall acknowledge receipt of the NIUER and in such acknowledgment advise North County of any missing information, if any, necessary to process the NIUER. Thereafter, USWC shall promptly advise North County of the need for any additional information that will facilitate the analysis of the NIUER.
- D. Within 30 calendar days of its receipt of the NIUER and all information necessary to process it, USWC shall provide to North County a preliminary analysis of the NIUER. The preliminary analysis shall specify: (a) USWC's conclusions as to whether or not the requested interconnection or access to an unbundled Network Element is technically feasible; and (b) any objections to qualification of the requested Network Element or interconnection under the Act.
 - 1. If USWC determines during the 30 day period that a NIUER is not technically feasible or that the NIUER otherwise does not qualify as a Network Element of interconnection that is required to be provided under the Act, USWC shall advise North County as soon as reasonably possible of that fact, and USWC shall promptly, but in no case later than ten days after making such a determination, provide a written report setting forth the basis for its conclusion.
 - 2. If USWC determines during the thirty day period that the NIUER is technically feasible and otherwise qualifies under the Act, it shall notify North County in writing of such determination within ten days.
 - 3. As soon as feasible, but in any case within 90 days after USWC notifies North County that the NIUER is technically feasible, USWC shall provide

to North County a NIUER quote which will include, at a minimum, a description of each interconnection and Network Element, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated amortized development costs of the interconnection or the network elements and any minimum volume and term commitments required to achieve amortization of development costs. An initial payment for development cost is appropriate only where North County is the only conceivable customer or where requested quantity is insufficient to provide amortization.

- E. If USWC has indicated minimum volume and term commitments, then within 30 days of its receipt of the NIUER quote, North County must either agree to purchase under those commitments, cancel its NIUER, or seek mediation or arbitration.
- F. If North County has agreed to minimum volume and term commitments under the preceding paragraph, North County may cancel the NIUER or volume and term commitment at any time, but in the event of such cancellation North County will pay USWC's reasonable development costs incurred in providing the interconnection or network element, to the extent that those development costs are not otherwise amortized.
- G. If either Party believes that the other Party is not requesting, negotiating or processing any NIUER in good faith, or disputes a determination, or quoted price or cost, it may seek arbitration or mediation under §252 of the Act. North County is not required to use this section as the exclusive method of seeking access to interconnection or Network Elements.

XXIV. AUDIT PROCESS

"Audit" shall mean the comprehensive review of:

- A. data used in the billing process for services performed and facilities provided under this Agreement; and
- B. data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for interconnection or access to unbundled elements.

The data referred to in subsection (B), above, shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise.

This Audit shall take place under the following conditions:

- A. Either Party may request to perform an Audit.

- B. The Audit shall occur upon 30 business days written notice by the requesting Party to the non-requesting Party.
- C. The Audit shall occur during normal business hours.
- D. There shall be no more than one Audit requested by each Party under this Agreement in any 12-month period.
- E. The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.
- F. The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.
- G. All transactions under this Agreement which are over 24 months old will be considered accepted and no longer subject to Audit.
- H. Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.
- I. The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
- J. In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.
- K. The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s).

All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, North County and USWC will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the audit.

XXV. AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES

The Parties agree that access to the audiotext, mass announcement and information services of each Party should be made available to the other Party upon execution of an agreement defining terms for billing and compensation of such calls. Services included in this category include 976 calls, whether flat rated or usage sensitive, intra-LATA 900 services and other intra-LATA 976-like services. Such calls will be routed over the Local Interconnection Trunks.

North County and USWC will work together in good faith to negotiate and execute the agreement for billing and compensation for these services within 90 days of the execution of this Agreement. The Parties agree that their separate agreement on audiotext and mass announcement services will include details concerning the creation, exchange and rating of records, all of which will occur without any explicit charge between the Parties, as well as a process for the handling of uncollectables so that the originating Party does not have any responsibility for uncollectables.

Until such time that such an agreement is executed, North County may choose to block such calls, or North County will agree to back-bill and compensate retroactively for such calls once the subsequent agreement is executed retroactive to the effective date of this Agreement.

A. Usage Sensitive Compensation.

All audiotext and mass announcement calls shall be considered toll calls for purposes of reciprocal compensation between the Parties. Compensation will be paid based on the compensation for toll calls referenced in this Agreement with respect to reciprocal compensation between the Parties, except that such compensation shall be paid by the Party terminating the call, rather than the Party originating the call.

B. Billing and Collection Compensation.

Billing and collection compensation will be dealt with in the agreement referenced in this section.

XXVI. LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING

There are certain types of calls or types of interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

- A. The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third number, and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.
- B. Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- C. Non-ICS revenue is defined as collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and terminate on another service provider's network in the same Local Access Transport Area ("LATA"). The Parties agree to negotiate and execute an Agreement within 30 days of the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.
- D. Both Parties will provide the appropriate call records to the intraLATA Toll Free Service Provider, thus permitting the Service Provider to bill its subscribers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

XXVII. SIGNALING ACCESS TO CALL-RELATED DATABASES

- 1. When North County is purchasing local switching from USWC, USWC will provide access via the STP to call related databases used in AIN services. The Parties agree to work in the industry to define the mediated access mechanisms for SCP access. Access to the USWC SMS will be provided to CLEC to create, modify, or update information in the call related databases, equivalent to the USWC access.
- 2. USWC will offer unbundled signaling via LIS-Common Channel Signaling Capability (CCSAC). CCSAC service utilizes the SS7 network and provides access to call-related databases that reside at USWC's SCPs, such as the Line Information Database (LIDB) and the 800 Database. The access to USWC's SCPs will be mediated via the STP Port in order to assure network reliability.
- 3. CCSAC includes:
 - a. Entrance Facility - This element connects North County's signaling point of interface with the USWC serving wire center (SWC). North County may purchase this element or it may self-provision the entrance facility. If the entrance facility is self-provisioned, North County would need to purchase collocation and an expanded interconnection channel termination.

- b. Direct Link Transport (DLT) - This element connects the SWC to the USWC STP. North County may purchase this element or self-provision transport directly to the STP. If North County provides the link to the STP, it must purchase collocation and an expanded interconnection channel termination at the STP location.
 - c. STP Port - This element provides the switching function at the STP. One STP Port is required for each DLT Link. The Port provides access to the Service Control Point (SCP).
- 4. Access to Advanced Intelligent Network (AIN) functions is available only through the STP.
 - 5. USWC will provide access to Service Management Systems (SMS) through its Service Creation Environment (SCE) on an equivalent basis as USWC provides to itself. SMS allows North County to create modify, or update information in call related databases. Currently, the SCE process is predominantly manual.
 - 6. The pricing for CCSAC service is provided in Appendix A.

XXVIII. INTERCONNECTION TO LINE INFORMATION DATA BASE (LIDB)

1. Description of Line Information Data Base (LIDB).

Line Information Data Base (LIDB) stores various line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill calls. The operator services system accesses LIDB data to provide origination line (calling number), billing number and termination line (called number) management functions. LIDB is used for calling card validation, fraud verification, preferred IC association with the calling card, billing or service restrictions and the sub-account information to be included on the call's billing record.

2. Interfaces.

Bellcore's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats. (Bellcore's TR-NWP-000029, Section 10)

3. LIDB Access.

- a. All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).

- b. All LIDB queries and responses from the Public Packet Switched Network (PPSN) nodes are transmitted over one or more PPSN as TR-TSY000301 describes. The application data needed for processing LIDB data are formatted as TCAP messages. TCAP messages may be carried as an application level protocol network using SS7 protocols for basic message transport.
 - c. The SCP node provides all protocol and interface support. CLEC SS7 connections will be required to meet Bellcore's GR905. TR954 and USWC's Technical Publication 77342 specifications.
 - d. Non-USWC companies will submit LIDB updates through the exchange carrier service center and the LSS service bureau. These two centers enter information into USWC's service order process interface system, SOPI.
 - e. It is currently USWC's policy to allow LIDB access to non-USWC companies through regional STPs.
4. Pricing for LIDB access shall be determined on a case-by-case basis.

XXIX. CONSTRUCTION CHARGES

Commission Order No. 59872 directed MFS and USWC to address construction charges as follows: "We agree with MFS that requiring a reseller or purchaser of unbundled elements to pay up-front construction charges which are not payable by an end-user who requests service from USWC could hamper competition. Therefore, if the tariff for a specific service would pass construction costs up-front to an end user, it is appropriate to charge MFS up-front for the construction. If another CLEC receives a benefit from the construction, MFS is entitled to recover contribution from the CLEC for a share of the construction costs. If construction costs are not tariffed for payment up-front, the construction costs should be considered as part of the forward-looking economic costs of providing a service." The Parties to this Agreement agree to comply with this Commission decision.

XXX. RESALE

A. Description

1. USWC Basic Exchange Telecommunications Service (as defined in Section III) will be available for resale from USWC pursuant to the Act and will reference terms and conditions (except prices) in USWC tariffs, where applicable. Appendix A lists services which are available for resale under this Agreement, and is attached and incorporated herein by this reference.

2. Certain USWC services are not available for resale under this Agreement. USWC's Telecommunication Services which are not available for resale are identified in Appendix A.
3. Certain USWC services shall be available for resale at prices absent a wholesale discount. Such services include residence exchange service, private line, special access and switched access services, and packages of services comprised of services available for resale separately. These services are listed in Appendix A.
4. North County may contest the legality of any resale restrictions in a USWC retail tariff through a complaint filed with the State Commission.

B. Scope

1. Basic Exchange Telecommunications Service may be resold only to the same class of customer to which USWC sells local Basic Exchange Telecommunications Service. For example:
 - a) Residence service may not be resold to business customers;
 - b) Basic Exchange Telecommunications Service may not be resold as a substitute for switched access service.
 - c) Centrex and similar services may be resold only to those end user customers eligible to purchase such services directly under the applicable USWC tariff.⁴
2. USWC shall bill North County and North County is responsible for all applicable charges for the resold services. North County shall be responsible for all charges associated with services that North County resells to an end user.

C. Ordering and Maintenance.

1. North County, or North County's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. North County shall make it clear to its end users that they are customers of North County for resold services. North County's end users contacting USWC will be instructed to contact North County; however, nothing in this Agreement shall be deemed to prohibit USWC from discussing its products and services with North County's customers who call USWC for any reason.

⁴ The Parties agree to this provision pursuant to Commission Decision No. 59872.

2. North County shall transmit to USWC all information necessary for the installation (billing, listing and other information), repair, maintenance and post-installation servicing according to USWC's standard procedures, as described in the USWC resale operations guide that will be provided to North County. When USWC's end user or the end user's new service provider discontinues the end user's service in anticipation of moving to another service provider, USWC will render its closing bill to end user customer effective with the disconnection. Should North County's end user customer, a new service provider or North County request service be discontinued to the end user, USWC will issue a bill to North County for that portion of the service provided to North County. USWC will notify North County by FAX, EDI, or other processes when end user moves to another service provider. North County shall issue disconnect orders to USWC, which shall be coordinated with new connect orders issued by the new service provider
3. Resold services shall be installed and repaired in a manner consistent with USWC's effective tariffs with the same quality and timeliness that USWC provides to its own end users.
4. North County shall provide USWC and USWC shall provide North County with points of contact for order entry, problem resolution and repair of the resold services.
5. Prior to placing orders on behalf of the USWC customer, North County shall be responsible for obtaining and have in its possession a Letter of Authorization or Agency (LOA) from the end user. North County shall make LOAs available to USWC upon request.

Prior to placing orders that will disconnect a line from another reseller's account North County is responsible for obtaining all information needed to process the disconnect order and re-establish the service on behalf of the end user. If North County is displaced by another reseller or service provider, North County is responsible for coordination with the other reseller or service provider. Should an end user dispute or a discrepancy arise regarding the authority of North County to act on behalf of the end user, North County is responsible for providing written evidence of its authority to USWC within three (3) business days. If there is a conflict between the end user designation and North County's written evidence or its authority, USWC shall honor the designation of the end user and change the end user back to the previous service provider. If North County does not provide the LOA within three (3) business days, or if the end user disputes the authority of the LOA, then North County must, by the end of the third business day:

- a) notify USWC to change the end user back to the previous reseller or service provider, and

- b) provide any end user information and billing records North County has obtained relating to the end user to the previous reseller, and
 - c) notify the end user and USWC that the change has been made, and
 - d) remit to USWC a slamming charge as provided in Appendix A as compensation for the change back to the previous reseller or service provider.
6. North County shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA services and intraLATA services when intraLATA presubscription is implemented.

D. North County Responsibilities

- 1. North County must send USWC complete and accurate end-user listing information for Directory Assistance, Directory, and 911 Emergency Services using the established processes of USWC. North County must provide to USWC accurate end-user information to ensure appropriate listings in any databases in which USWC is required to retain and/or maintain end-user information. USWC assumes no liability for the accuracy of information provided by North County.
- 2. North County may not reserve blocks of USWC telephone numbers, except as allowed by tariffs.
- 3. North County is liable for all fraud associated with service to its end-users and accounts. USWC takes no responsibility, and will make no adjustments to North County's account in cases of fraud. The Parties will cooperate in the prevention and investigation of fraudulent use of resold services.
- 4. This Agreement does not address the resale of USWC provided calling cards.
- 4. North County will provide a three year forecast within ninety (90) days of signing this Agreement. The forecast shall be updated and provided to USWC on a quarterly basis in as specified in Appendix B. The initial forecast will provide:
 - The date service will be offered (by city and/or state)
 - The type and quantity of service(s) which will be offered
 - North County's anticipated order volume
 - North County's key contact personnel

5. In the event USWC terminates the provisioning of any resold services to North County for any reason, North County shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USWC be responsible for providing such notice.

E. Rates and Charges

1. Resold services as listed in Appendix A are available for resale at the applicable resale tariff rates or at the rates or at the wholesale discount levels set forth in Appendix A.
2. If the resold services are purchased pursuant to Tariffs and the Tariff rates change, charges billed to North County for such services will be based upon the new Tariff rates less the applicable wholesale discount as agreed to herein. The new rate will be effective upon the Tariff effective date.
3. A Customer Transfer Charge (CTC) as specified in Appendix A applies when transferring any existing account or lines to North County.
4. A Subscriber Line Charge (SLC) will continue to be paid by North County without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable tariffs also apply.
5. North County will pay to USWC the PIC change charge without discount associated with North County end user changes of inter-exchange or intraLATA carriers.
6. North County agrees to pay USWC when its end user activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace, etc.). USWC shall provide North County with detailed billing information (per applicable OBF standards, if any) as necessary to permit North County to bill its end users such charges.
7. To the extent such charges apply to USWC's retail customers, special construction charges, line extension charges, and land development agreements may apply to North County, as detailed in individual state tariffs regarding end user obligations for construction charges. Specifically, special construction charges will be applicable where, at the request of North County on behalf of its customers, USWC constructs a greater quantity of facilities than that which USWC would otherwise construct or normally utilize.
8. Nonrecurring charges will be billed at the applicable Tariff rates, subject to true-up as provided in this Agreement.

9. As part of the resold line, USWC provides operator services, directory assistance, and IntraLATA long distance with standard USWC branding. At the request of North County and where technically feasible USWC will rebrand operator services and directory assistance in North County's name, provided the costs associated with such rebranding are paid by North County. North County will have the option of obtaining such services on an unbranded basis, at no additional cost for "unbranding" the service.
10. USWC will address all North County requests for ancillary resale systems, programs, and initiatives on an individual case basis.

F. Directory Listings

As part of each resold line, USWC will accept at no charge one primary listing for each main telephone number belonging to North County's end user customer based on end user information provided to USWC by North County. USWC will place North County's listings in USWC's directory listing database for directory assistance purposes and will make listings available to directory publishers and to other third parties. Additional terms and conditions with respect to directory listings are described in Section XV, Directory Listings, herein.

G. Deposit

1. USWC may require North County to make a suitable deposit to be held by USWC as a guarantee of the payment of charges. Any deposit required of an existing reseller is due and payable within ten days after the requirement is imposed. The amount of the deposit shall be the estimated charges for the resold service which will accrue for a two-month period. Interest on the deposit shall be accumulated by USWC at a rate equal to the federal discount rate, as published in the Wall Street Journal from time to time.
2. When the service is terminated, or when North County has established satisfactory credit, the amount of the initial or additional deposit, with any interest due, will, at North County's option, either be credited to North County's account or refunded. Satisfactory credit for a reseller is defined as twelve consecutive months service as a reseller without a termination for nonpayment and with no more than one notification of intent to terminate Service for nonpayment.

H. Payment

1. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of USWC's invoice.
2. A late payment charge of 1.5% applies to all billed balances which are not paid by the billing date shown on the next bill. To the extent North

County pays the billed balance on time, but the amount of the billed balance is disputed by North County, and, it is later determined that a refund is due North County, interest shall be payable on the refunded amount in the amount of 1.5% per month.

3. USWC may discontinue processing orders for the failure by North County to make full payment for the resold services provided under this Agreement within thirty (30) days of North County's receipt of bill.
4. USWC may disconnect for the failure by North County to make full payment for the resold services provided under this Agreement within sixty (60) days of North County's receipt of bill.
5. Collection procedures and the requirements for deposit are unaffected by the application of a late payment charge.
6. In the event USWC terminates the provisioning of any resold services to North County for any reason, North County shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USWC be responsible for providing such notice.
7. Where USWC fails to bill North County for services provided to North County on a resale basis for a period longer than 100 days after such service was provided and North County can demonstrate that it cannot reasonably bill and collect from its customers, then the Parties will equitably adjust USWC's invoice to North County. If late billing or disputes over billing are frequent, either Party may seek Commission intervention.

XXXI. UNBUNDLED ACCESS/ELEMENTS

A. General Terms

1. USWC agrees to provide the following unbundled network elements which are addressed in more detail in later sections of this agreement: 1) local loop, 2) local and tandem switches (including all vertical switching features provided by such switches, 3) interoffice transmission facilities, 4) network interface devices, 5) signaling and call-related database facilities, 6) operations support systems functions, and 7) operator and directory assistance facilities.
2. The Commission, in Decision No. 59872, directed USWC and MFS to delete USWC's proposed Paragraph 2 and, thus, allow carriers to purchase Unbundled Elements and combine them into a service to be offered for resale. The Parties to this Agreement will comply with this Commission Decision.

3. USWC will not restrict the types of telecommunications services North County may offer through unbundled elements, nor will it restrict North County from combining elements with any technically compatible equipment the North County owns. USWC will provide North County with all of the functionalities of a particular element, so that North County can provide any telecommunications services that can be offered by means of the element. USWC agrees to perform and North County agrees to pay for the functions necessary to combine requested elements in any technically feasible manner either with other elements from USWC's network, or with elements possessed by North County. However, USWC need not combine network elements in any manner requested if not technically feasible, but must combine elements ordinarily combined in its network in the manner they are typically combined.

B. Description of Unbundled Elements

1. Tandem Switching

USWC will provide a tandem switching element on an unbundled basis. The tandem switch element includes the facilities connecting the trunk distribution frames to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches. The definition of the tandem switching element also includes the functions that are centralized in tandems rather than in separate end office switches, such as call recording, the routing of calls to operator services, and signaling conversion functions.

2. Transport

USWC will provide unbundled access to shared transmission facilities between end offices and the tandem switch. Further, USWC will provide unbundled access to dedicated transmission facilities between its central offices or between such offices and those of competing carriers. This includes, at a minimum, interoffice facilities between end offices and serving wire centers (SWCs), SWCs and IXC POPs, tandem switches and SWCs, end offices or tandems of USWC, and the wire centers of USWC and requesting carriers. USWC will also provide all technically feasible transmission capabilities, such as DS1, DS3, and Optical Carrier levels (e.g. OC-3/12/48/96) that North County could use to provide telecommunications services.

3. Digital Cross Connect System.

USWC will provide North County with access to mutually agreed upon digital cross-connect system (DCS) points.

4. Unbundled Loops

a. Service Description

- i. An Unbundled Loop establishes a transmission path between the USWC distribution frame (or equivalent) up to, and including, USWC's network interface device (NID). For existing loops, the inside wire connection to the NID will remain intact.
- ii. Basic Unbundled Loops are available as a two-wire or four-wire, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, North County is requested to specify loop start, ground start or loop reverse battery options. The actual loop facilities that provide this service may utilize various technologies or combinations of technologies. Basic Unbundled Loops provide an analog facility to North County.
 - (a) To the extent North County requires an Unbundled Loop to provide ISDN, HDSL, ADSL or DS1 service, such requirements will be identified on the order for Unbundled Loop Service. Conditioning charges will apply, as required, to condition such loops to ensure the necessary transmission standard.
 - (b) Specific channel performance options for the loops can be ordered by identifying the Network Channel (NC)/Network Channel Interface (NCI) for the functions desired. USWC will provide North County with the available NC/NCI codes and their descriptions.

- b. Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in the appropriate Technical Reference Publications. USWC's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. USWC does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between North County's end user and USWC's end office and may vary due to characteristics inherent in the physical network. USWC, in order to properly maintain and modernize the network, may make necessary modifications and changes to the network elements in its network

on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to Section XIX, Notice of Changes, herein.

- c. Facilities and lines furnished by USWC on the premises of North County's end user and up to the NID or equivalent are the property of USWC. USWC must have access to all such facilities for network management purposes. USWC's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop Service to remove such facilities and lines. The Parties agree to explore issues surrounding the extension of Unbundled Loops beyond the NID.
- d. Unbundled Loops include the facilities between the USWC distribution frame up to and including USWC's NID located at North County's end user premise. The connection between the distribution frame and North County facilities is accomplished via channel terminations that can be ordered in conjunction with either Collocation or Unbundled Interoffice Transport Service.
- e. Ordering and Maintenance.
 - i. For the purposes of loop assignment, tracking, and dispute resolution, USWC will require a Letter of Authorization for each existing USWC end user for which North County has requested reassignment of the loop serving that end user.
 - ii. If there is a conflict between an end user (and/or its respective agent) and North County regarding the disconnection or provision of Unbundled Loops, USWC will honor the latest dated Letter of Authorization designating an agent by the end user or its respective agent. If the end user's service has not been disconnected and Unbundled Loop Service is not yet established, North County will be responsible to pay the nonrecurring charge as set forth herein. If the end user's service has been disconnected and the end user's service is to be restored with USWC, North County will be responsible to pay the applicable nonrecurring charges as set forth in USWC's applicable tariff, to restore the end user's prior service with USWC.
 - iii. North County is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its customers. USWC will work cooperatively with North County to resolve trouble reports

when the trouble condition has been isolated and found to be within a portion of USWC's network. North County must provide to USWC switch-based test results when testing its customer's trouble prior to USWC performing any repair functions. The Parties will cooperate in developing mutually acceptable test report standards. USWC shall provide North County with Maintenance of service charges in accordance with applicable time and material charges in USWC tariffs will apply when the trouble is not in USWC's network.

- iv. North County will be responsible to submit to USWC a disconnect order for a Unbundled Loop that is relinquished by the end user due to cessation of service. Unbundled Loop facilities will be returned to USWC when the disconnect order is complete. In the event of transfer of the end user's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnect/reconnection of service.
- v. The installation due date is a negotiated item. For related orders, new connects will be physically worked within the same calendar day.
- vi. When ordering Unbundled Loops, North County is responsible for obtaining or providing facilities and equipment that are compatible with the service.
- vii. North County will have responsibility for testing the equipment, network facilities and the Unbundled Loop facility. If USWC performs tests of the Unbundled Loop facility at North County's request, and the fault is not in the USWC facilities, a charge shall apply.
- viii. North County will be responsible for providing battery and dial tone to its connection point two days prior to the due date on the service order.
- ix. The following procedures shall apply to Unbundled Loops ordered with the option of Basic Testing at Coordinated Time:
 - (a) On each Unbundled Loop order, North County and USWC will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 30 minute window within which both the North County and USWC personnel will make telephone contact to complete the cutover.

(b) Within the appointed 30 minute cutover time, the North County person will call the USWC person designated to perform cross-connection work and when the USWC person is reached in that interval such work will be promptly performed. If the North County person fails to call or is not ready within the appointed interval, and if North County had not called to reschedule the work at least 2 hours prior to the start of the interval, USWC and North County will reschedule the work order and North County will pay the non-recurring charge for the Unbundled Loops scheduled for the missed appointment. In addition, non-recurring charges for the rescheduled appointment will apply. If the USWC person is not available or not ready at any time during the 30 minute interval, North County and USWC will reschedule and USWC will waive the non-recurring charge for the Unbounded Loops scheduled for that interval. The standard time expected from disconnection of service on a line to the connection of the Unbundled Loop to the North County Collocation Service is 5 minutes. If USWC causes a line to be out of service due solely to its failure for more than 15 minutes, USWC will waive the non-recurring charge for that Unbundled Loop. If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of North County. In addition, if North County has ordered INP as a part of the Unbundled Loop installation, USWC will coordinate implementation of INP with the Unbundled Loop installation; provided, separate INP installation charges will apply.

x. North County and USWC will work cooperatively to develop forecasts for Unbundled Loop service. USWC requests an eighteen month forecast of Unbundled Loop service. The forecast will include the specific serving Wire Center that will be requested, plus the specific quantity of each service desired. The forecast will be updated quarterly, and will be treated as North County confidential information.

f. Appendix A contains the rate information for Unbundled Loops.

g. If applicable, the New Interconnection/Unbundled Element Request Process will apply as detailed in Section XXIII of this Agreement.

h. For issues regarding Construction Charges, see Section XXIX of this Agreement.

5. Local Switching Elements

The switching network element includes facilities that are associated with the line (e.g., the line card), facilities that are involved with switching the call, and facilities used for custom routing. USWC will provide the local switching element to North County pursuant to the Network Interconnection/Unbundled Element Request Process described in Section XXIII herein.

6. Network Interface Device (NID)

a. Service Description.

A device wired between a telephone protector and the inside wiring to isolate the customer's equipment from the network at the subscriber's premises. It is a device for the termination of inside wire that is available in single and multiple pair configurations.

b. North County may connect its loops, via its own NID, to the USWC NID.

c. Any costs associated with North County connecting its NID to USWC's NID, will be the responsibility of North County.

d. Connecting North County's loop directly to the USWC NID is prohibited.

e. If North County purchases an unbundled loop, North County may provide its own NID or have USWC provide the NID.

f. The price for access to the NID will be provided on a case-by-case basis.

7. Additional Unbundled Elements

USWC shall provide nondiscriminatory access to, and where appropriate, development of additional unbundled network elements not covered in this Agreement in response to specific requests therefor, pursuant to the New Interconnection/Unbundled Element Request Process detailed in Section XXIII of this Agreement.

XXXII. SERVICE STANDARDS

A. Definitions

When used in this Section, the following terms shall have the meanings indicated.

1. "Specified Performance Commitment" means the commitment by USWC to meet the Performance Criteria for any Specified Activity during the Specified Review Period.
2. "Specified Activity" means any of the following activities:
 - a) The installation by USWC of Unbundled Loops for North County ("Unbundled Loop Installation");
 - b) USWC's provision of Interim Number Portability ("INP Installation") to North County;
 - c) The repair of USWC service provided to North County ("Out of Service Repairs"); or
 - d) The installation by USWC of interconnection trunks for the mutual exchange of local exchange traffic with North County ("LIS Trunk Installation")
3. "Performance Criteria" means, with respect to a Specified Review Period (i.e., a calendar month or quarter), the performance by USWC for the specified activities for North County will meet or exceed the average performance by USWC for the total universe of specified activities.

B. Failure to Meet the Performance Criteria. If during a Specified Review Period, USWC fails to meet the performance criteria, USWC will use its best efforts to meet the Performance Criteria for the next Specified Review Period. If USWC fails to meet the performance criteria for two consecutive periods, the Parties agree, in good faith, to attempt to resolve such issues through negotiation or non-binding arbitration. This paragraph shall not be construed to waive either Party's right to seek legal or regulatory intervention as provided by state or federal law. North County may seek regulatory or other legal relief including requests for specific performance of USWC's obligations under this Agreement.

C. Limitations. USWC's failure to meet or exceed any of the Performance Criteria cannot be as a result, directly or indirectly, of a Delaying Event. A "Delaying Event" means (a) a failure by North County to perform any of its obligations set forth in this Agreement, (b) any delay, act or failure to act by a Customer, agent of subcontractor of North County or (c) any Force Majeure Event. If a Delaying Event prevents USWC from performing a Specified Activity, then such Specified

Activity shall be excluded from the calculation of USWC's compliance with the Performance Criteria.

- D. Records. USWC shall maintain complete and accurate records, for the Specified Review Period of its performance under this Agreement for each Specified Activity and its compliance with the Performance Criteria. USWC shall provide to North County such records in a self-reporting format. The Parties agree that such records shall be deemed "Proprietary Information".

XXXIII. IMPLEMENTATION SCHEDULE

Within 6 months from the date of final approval of this Agreement, the Parties agree to make a good faith effort to complete each of the following interconnection arrangements:

- a) Two-way trunk groups, as listed in Section VI, Paragraph G(2) herein, necessary for the mutual exchange of traffic.
- b) E-911 Trunking and database access;
- c) SS7 Interconnection and Certification;
- d) Directory Listings Arrangements and Directory Assistance Interconnection;
- e) Access to Unbundled Loops in at least one wire center;
- f) Completion of Physical Collocation arrangements in at least one USWC wire center.
- g) Completion of inter-carrier billing arrangements necessary for the joint provision of switched access services and for reciprocal traffic exchange.

The Parties have agreed to commence discussion of these and other implementation issues by November 1, 1996 to facilitate the above implementation schedule.

XXXIV. MISCELLANEOUS TERMS

A. General Provisions

1. Each Party shall use its best efforts to comply with the Implementation Schedule.

2. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with North County's network and to terminate the traffic it receives in that standard format or the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under this Agreement. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
3. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation, if practicable, at the earliest practicable time.
4. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.
5. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

B. Most Favored Nation Terms and Treatment

The Parties agree that the provisions of Section 252(i) of the Act shall apply, including state and federal interpretive regulations in effect from time to time.

C. Letter of Authorization

Where so indicated in specific sections of this Agreement, North County is responsible to have a Letter of Authorization. North County is solely responsible to obtain authorization from its end user for the handling of the disconnection of the end user's service with USWC, the provision of service by North County, and the provision of Unbundled Loops and all other ancillary services. Should a dispute or discrepancy arise regarding the authority of North County to act on behalf of the end user, North County is responsible for providing written evidence of its authority to USWC.

D. Payment

1. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice.

2. Unless otherwise specified, any amount due and not paid by the due date stated above shall be subject to a late charge equal to either i) 0.03 percent per day compounded daily for the number of calendar days from the payment due date to and including, the date of payment, that would result in an annual percentage rate of 12% or ii) the highest lawful rate, whichever is less. If late payment charges for services are not permitted by local jurisdiction, this provision shall not apply.

E. Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

F. Intellectual Property

1. Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.
2. The rights and licenses under Section F. 1. above are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.

3. North County shall not, without the express written permission of USWC, state or imply that: 1) North County is connected, or in any way affiliated with USWC or its affiliates, 2) North County is part of a joint business association or any similar arrangement with USWC or its affiliates, 3) USWC and its affiliates are in any way sponsoring, endorsing or certifying North County and its goods and services, or 4) with respect to North County advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from USWC or any of its affiliates. Nothing in this paragraph shall prevent North County from truthfully describing the network elements it uses to provide service to its customers.

G. Severability

The Parties recognize that the FCC is promulgating rules addressing issues contained in this Agreement. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law or regulation, the parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either party may seek regulatory intervention, including negotiations pursuant to Sections 251 and 252 of the Act.

H. Responsibility for Environmental Contamination.

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that either Party did not introduce to the affected Work Location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the indemnifying party, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard for which the indemnifying party is responsible under Applicable Law.

I. Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection

with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

J. Referenced Documents

All references to Sections, Exhibits, and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, North County practice, USWC practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) or such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) or each document incorporated by reference in such a technical reference, technical publication, North County practice, USWC practice, or publication of industry standards (unless North County elects otherwise). Should there be any inconsistency between or among publications or standards, North County shall elect which requirement shall apply.

K. Publicity and Advertising

Neither party shall publish or use any advertising, sales promotions or other publicity materials that use the other party's logo, trademarks or service marks without the prior written approval of the other party.

L. Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

M. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

N. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements,

negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

O. Joint Work Product.

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

P. Disclaimer of Agency

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

Q. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

R. Effective Date

This Agreement shall become effective pursuant to Sections 251 and 252 of the Act.

S. Amendment of Agreement

North County and USWC may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

T. Indemnity

1. Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or

unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of Applicable Law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.

2. The indemnification provided herein shall be conditioned upon:
 - a. The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
 - b. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.
 - c. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

U. Limitation of Liability

1. Except as otherwise provided in the indemnity section, no Party shall be liable to the other Party for any Loss, defect or equipment failure caused by the conduct of the other Party, the other Party's agents, servants, contractors or others acting in aid or concert with the other Party.
2. Except for Losses alleged or made by a Customer of either Party, in the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligations under this Section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or willful misconduct.
3. Except for indemnity obligations, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.

4. In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party. Nothing contained in this section shall limit either Party's liability to the other for (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by such Party's negligent act or omission or that of their respective agents, subcontractors or employees nor shall anything contained in this section limit the Parties' indemnification obligations, as specified above.

V. Term of Agreement

This Agreement shall be effective for a period of 2 1/2 years, and thereafter the Agreement shall continue in force and effect unless and until a new agreement, addressing all of the terms of this Agreement, becomes effective between the Parties. The Parties agree to commence negotiations on a new agreement no later than two years after this Agreement becomes effective.

W. Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act and the applicable state law in the state where the service is provided.

X. Cancellation Charges

Except as provided pursuant to a Network Element Network Interconnection and Unbundled Element Request, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

Y. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. In the event the Commission rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification to the rejected portion.

Z. Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

AA. Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

BB. Independent Contractor

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each party has sole authority and responsibility to hire, fire and otherwise control its employees.

CC. Force Majeure

Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event") In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

DD. Dispute Resolution

The Parties agree, in good faith, to attempt to resolve any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") through negotiation or non-binding arbitration. This

paragraph shall not be construed to waive the Parties' rights to seek legal or regulatory intervention as provided by state or federal law.

EE. Commission Decision

This Agreement shall at all times be subject to such review by the Commission or FCC as permitted by the Act. If any such review renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement.

FF. Nondisclosure

1. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication of directory database inclusion; or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.
2. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.
3. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
4. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- a. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
 - b. is or becomes publicly known through no wrongful act of the receiving Party; or
 - c. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - d. is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
 - e. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
 - f. is approved for release by written authorization of the disclosing Party; or
 - g. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.
5. **Effective Date Of This Section.** Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

GG. Notices

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

USWC
Director Interconnection Services
1801 California, Suite 2340
Denver, CO 80202

North County
Head of Operations
3802 Rosecrans St.
Suite 485
San Diego, CA 92110

Each Party shall inform the other of any changes in the above addresses.

HH. Assignment

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

II. Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

JJ. Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

KK. No Third Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

LL. True-Up of Interim Rates

Certain of the rates set forth in this Agreement are interim in nature, in accordance with the Commission's Order, dated October 29, 1996, Decision No. 59872. The interim rates include the rates that are shaded on Appendix A attached hereto. The rates set forth herein for reciprocal compensation that are not shaded on Appendix A are not interim and will not be subject to true-up, and

shall remain in effect for the entire term of this Agreement. The rates which are interim are included within a Commission consolidated cost study proceeding in which the Commission will determine permanent rates for those items. Upon the establishment of permanent rates for those items, the rates set forth in this Agreement shall be modified to the permanent rates on a going-forward basis. Further, there shall be a revenue true-up for the period during which those said interim rates were in place whereby the difference between the said interim rates and the permanent rates shall be calculated and exchanged between the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

North County Communications Corporation

by:

Todd Lesser
Signature

Todd Lesser
Name Printed/Typed

Operations
Title

6-24-97
Date

U S WEST Communications, Inc.

Kathy L Fleming
Signature

Kathy Fleming **
Name Printed/Typed

Executive Director - Interconnect
Title

6/25/97
Date

** Signed as ordered by the arbitrator/commission in Docket No. 96A-28T. Signature does not indicate agreement with all aspects of the arbitrator/commissions' decision, nor does it waive any of U S WEST's rights to seek judicial review of all or part of the agreement, or to reform the agreement as the result of successful judicial review.

**APPENDIX A
U S WEST AND NORTH COUNTY INTERCONNECTION RATES
ARIZONA**

INTERCONNECTION - LOCAL EXCHANGE

Local Call Termination

End Office - Per Minute of Use
Tandem Switch - Per Minute of Use
(Note 1)
(includes End Office Call Termination and Tandem Transport)

Agreed Price

\$0.004000
\$0.006000

Note 1: The above local tandem call termination rate includes tandem transmission, based on an assumed transport mileage of 10 miles. Should the average tandem transmission mileage experienced by the Parties exceed 10 miles, the Parties agree to adjust the tandem call termination rate based on the tandem transmission rates set forth below.

Entrance Facility

DS1, Electrical
DS3, Electrical

**Agreed Price
Recurring**

\$89.42
\$357.16

**Agreed Price
Nonrecurring**

\$531.65
\$630.65

Direct Trunked Transport

DS1 - 0 Miles
DS1 - Over 0 to 8
DS1 - Over 8 to 25
DS1 - Over 25 to 50
DS1 - Over 50

**Agreed Price
Fixed**

None
\$35.98
\$35.99
\$36.00
\$36.00

**Agreed Price
Per Mile**

None
\$0.65
\$0.94
\$1.75
\$1.59

DS3 - 0 Miles
DS3 - Over 0 to 8
DS3 - Over 8 to 25
DS3 - Over 25 to 50
DS3 - Over 50

None
\$243.17
\$246.15
\$250.66
\$249.26

None
\$13.32
\$15.90
\$22.91
\$22.49

Multiplexing, per arrangement

DS3 to DS1

**Agreed Price
Recurring**

\$196.85

**Agreed Price
Nonrecurring**

\$394.50

Local Transit Traffic Rate

Tandem Switching, per MOU

Agreed Price

\$0.001338

APPENDIX A
U S WEST AND NORTH COUNTY INTERCONNECTION RATES
ARIZONA

	Agreed Price Fixed	Agreed Price Per Mile
Tandem Transmission		
0 Mile	None	None
Over 0 - 8 Miles	\$0.000329	\$0.000006
Over 8 - 25 Miles	\$0.000329	\$0.000005
Over 25 - 50 Miles	\$0.000330	\$0.000008
Over 50 Miles	\$0.000330	\$0.000007

INTERCONNECTION - EXCHANGE ACCESS	Agreed Price
--	---------------------

Call Termination, Transport, and Transit Per Switched Access Tariff

COMMON CHANNEL SIGNALLING ACCESS SERVICE

	Agreed Price Recurring	Agreed Price Nonrecurring
Entrance Facility		
DS1	\$89.42	\$531.65
DS3	\$357.16	\$630.65

	Agreed Price Fixed	Agreed Price Per Mile
Direct Link Transport		
DS0 - 0 Miles	None	None
DS0 - Over 0 to 8	\$18.76	\$0.07
DS0 - Over 8 to 25	\$18.76	\$0.09
DS0 - Over 25 to 50	\$18.78	\$0.11
DS0 - Over 50	\$18.77	\$0.09
DS1 - 0 Miles	None	None
DS1 - Over 0 to 8	\$35.98	\$0.65
DS1 - Over 8 to 25	\$35.99	\$0.94
DS1 - Over 25 to 50	\$36.00	\$1.75
DS1 - Over 50	\$36.00	\$1.59

	Agreed Price Fixed	Agreed Price Per Mile
Direct Link Transport		
DS3 - 0 Miles	None	None
DS3 - Over 0 to 8	\$243.17	\$13.32
DS3 - Over 8 to 25	\$246.15	\$15.90
DS3 - Over 25 to 50	\$250.66	\$22.91
DS3 - Over 50	\$249.26	\$22.49

**APPENDIX A
U S WEST AND NORTH COUNTY INTERCONNECTION RATES
ARIZONA**

	Agreed Price Recurring	Agreed Price Nonrecurring
<i>CCS Link -- First Link</i>	None	\$475.77
<i>CCS Link -- Each additional Link</i>	None	\$68.27
<i>STP Port -- Per Port</i>	\$208.57	None

	Agreed Price Recurring	Agreed Price Nonrecurring
<i>Multiplexing</i>		
DS1 to DS0	\$200.07	None
DS3 to DS1	\$196.85	None

PHYSICAL AND VIRTUAL COLLOCATION

	Interim Price	
	Recurring	Nonrecurring
<i>Common Elements</i>		
Quote Preparation Fee	None	\$1,500.00
Entrance Facility - Per cable (Note 3)	\$1.58	\$1,232.62
2-wire DS0 EICT	\$1.33	\$100.00 (Note 4)
4-wire DS0 EICT	\$1.68	\$100.00 (Note 4)
DS1 EICT	\$8.55	\$200.00
DS3 EICT	\$29.96	\$300.00
DS1 EICT - regeneration (Note 5)	\$12.60	
DS3 EICT - regeneration (Note 5)	\$82.63	

	Agreed Price Recurring	Agreed Price Nonrecurring
Cable Splicing		
Per setup	None	\$97.67
Per Fiber Spliced	None	\$12.21
48 Volt Power, per ampere, per month	\$18.61	None
48 Volt Power Cable		
20 Ampere Capacity - Recurring	\$0.10	\$64.45
40 Ampere Capacity - Recurring	\$0.15	\$87.41
60 Ampere Capacity - Recurring	\$0.17	\$98.45
Equipment Bay, Per Shelf	\$7.21	None

**APPENDIX A
U S WEST AND NORTH COUNTY INTERCONNECTION RATES
ARIZONA**

	Agreed Price Regular Hours	Agreed Price After Hours
Inspector per 1/2 Hour	\$26.99	\$35.06
Training per 1/2 Hour	\$23.90	None
Engineering per 1/2 Hour	\$23.31	\$31.19
Installation per 1/2 Hour	\$26.99	\$35.06
Maintenance per 1/2 Hour	\$23.90	\$31.80

	Agreed Price Recurring	Agreed Price Nonrecurring
Physical Collocation (Note 6)		
Cage/Hard Wall Enclosure	ICB	ICB
Rent (w/ Maintenance) - per square foot - Zone 1	\$2.75	None
Rent (w/ Maintenance) - per square foot - Zone 2	\$2.26	None
Rent (w/ Maintenance) - per square foot - Zone 3	\$2.06	None

Note 3: Pricing is pursuant to Commission Decision No. 59872.

Note 4: Pricing is pursuant to Commission Decision No. 59872. DS0 EICT NRC not to apply to unbundled loops where a separate unbundled loop NRC applies.

Note 5: If required. No NRC applies to regeneration ordered concurrently with an associated EICT element.

Note 6: Zones per NECA-4 Tariff

ANCILLARY SERVICES

	Agreed Price
Directory Assistance	
Price per Call -- Facilities-Based Providers	\$0.34
Listings	
Primary Listings, Directory Assistance, White Pages	No Charge
E911	
LEC and AECs recover costs from PSAP	No Charge

**APPENDIX A
U S WEST AND NORTH COUNTY INTERCONNECTION RATES
ARIZONA**

Interim Number Portability		Agreed Cost Recurring	
Without Transport			
	Per Number Ported - First Path		\$2.76
	Per Number Ported - Additional Path		\$1.69
With Transport			
	Per Number Ported - First Path		\$4.19
	Per Number Ported - Additional Path		\$3.11
Additional Charges		Agreed Cost Nonrecurring	
	Service Establishment, per switch, per route		\$41.29
	Service Establishment - additional number ported or changes to existing numbers, per number ported		\$8.94
	Additional and Consecutive Numbers -- additional number ported on same account name and consecutive numbers, per number ported		\$6.64
Assignment of Numbers		Agreed Price	
	Assignments per industry guidelines		No Charge
Busy Line Verification			
	Per Call		\$0.72
Busy Line Interrupt			
	Per Call		\$0.87
		Interim Price	
		Recurring	Nonrecurring
Unbundled Loops (Note 7)			
	Weighted Area Average	\$21.76	
	Without testing, first loop per service order		\$90.79
	With Basic Testing, first loop per service order		\$145.05
	With Basic Testing at Designated Time, first loop per service order		\$194.22
	Without testing, additional loop per service order		\$20.00
	With Basic Testing, additional loop per service order		\$30.00
	With Basic Testing at Designated Time, additional loop per service order		\$30.00

APPENDIX A
U S WEST AND NORTH COUNTY INTERCONNECTION RATES
ARIZONA

Note 7: U S WEST opposes the establishment of deaveraged loop prices until Retail prices are deaveraged. North County supports deaveraged loop prices immediately.

APPENDIX A

**COMMISSION IMPOSED RESALE
WHOLESALE RATES
ARIZONA**

U S WEST need not make the following services available for Resale:

Enhanced services including Voice Mail

U S WEST shall make the following services available for Resale:

All telecommunications services

U S WEST shall make the following services available for Resale without additional "Wholesale" discount:

Switched Access Tariff

Special Access Tariff

Residence Exchange Tariff

U S WEST shall make the following services available for Resale at a 17% "Wholesale" avoided cost discount (i.e. Wholesale price is 83% of Retail price, where Retail is the offered tariff or contract price):

All services not included in the immediately preceding list of services to be resold at zero discount.

All contract arrangements, including "off-tariff" contract pricing for the services whose tariff prices do not otherwise qualify for Wholesale discounts.

APPENDIX A
RESALE
NONRECURRING CHARGES
ARIZONA

Description	Interim Price
-------------	---------------

Customer Transfer Charge

Business, per end user	\$56.60
Residence, per end user	\$54.13
ISDN, per end user	\$57.15

**APPENDIX B
ENGINEERING REQUIREMENTS
TRUNK FORECAST FORMS**

**INTERCONNECTION CHECKLIST
MEET POINT**

DATE OF MEETING:

Interconnector Information

Name:	
Address:	
City, State, Zip:	
Technical Contact Person:	
Technical Contact Person Telephone #:	
USWC Negotiator:	
USWC Negotiator Telephone #:	
Desired U S WEST Central office	
CLLI:	
Central Office address:	
City, State:	
Meet Point Address:	

Equipment

Manufacture/ model#	Quantity	

Cable Makeup

Number of cables:	
Number of fibers per cable:	
Distance from USWC to Meet Point	
Distance from North County to Meet Point	

Service Requirements

	Year 1	Year 2	Year 3
DS3			
DS1			

Remarks:

Please attach a sketch of the requested meet point arrangement:

**Appendix B -- PAGE 2
INTERCONNECTION CHECKLIST
ADDITIONAL TRUNKING**

Interconnector Information

Name:	
Address:	
City, State, Zip:	
Technical Contact Person:	
Technical Contact Person Telephone #:	
USWC Negotiator:	
USWC Negotiator Telephone #:	
Desired Central office (TANDEM)	
CLLI:	
Central Office address:	
City, State:	
Meet Point Address:	

Service Requirements

	Year 1	Year 2	Year 3
USWC End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			
USWC End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			
USWC End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			
USWC End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			

Remarks:

Please attach a sketch of the agreed upon meet point arrangement

Appendix C

PHYSICAL COLLOCATION AGREEMENT

BETWEEN

US WEST COMMUNICATIONS

AND

NORTH COUNTY COMMUNICATIONS CORPORATION

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PHYSICAL COLLOCATION AGREEMENT

THIS PHYSICAL COLLOCATION AGREEMENT ("Agreement") is made this ____ day of _____, 19__ by and between US WEST COMMUNICATIONS, INC. a Colorado corporation ("USWC"), and NORTH COUNTY COMMUNICATIONS CORPORATION, a California corporation, its successors and assigns ("Interconnector").

WITNESSETH

WHEREAS, USWC is an incumbent local exchange carrier having a statutory duty to provide for "physical collocation" of "equipment necessary for interconnection or access to unbundled network elements" at its Premises, U.S.C. 251(c)(6); and

WHEREAS, the Interconnector wishes to physically locate certain of its equipment within the Premises (as defined herein) and connect with USWC; and

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USWC and the Interconnector (the "parties") agree as follows:

ARTICLE I - PREMISES

1.1 Right to Use. Subject to this Agreement, USWC grants to Interconnector the right to use the premises described on Exhibit C ("Premises"), attached and incorporated herein, within real property at _____ in the City of _____, County of _____, State of _____.

1.2 Relocation. Notwithstanding Section 1.1, in the event that it is necessary for the Premises to be moved within the structure in which the Premises is located ("Physical Collocation Site") or to another USWC Physical Collocation Site, at the Interconnector's option, the Interconnector shall move its facilities to the new Premises. The Interconnector shall be responsible for the preparation of the new Premises if such relocation arises from circumstances beyond the reasonable control of USWC, including condemnation or government order or regulation that makes the continued occupancy of the Premises or Physical Collocation Site impossible. Otherwise USWC shall be responsible for any such preparation and shall bear all costs associated with the relocation.

If the Interconnector requests that the Premises be moved within the Physical Collocation Site or to another USWC Physical Collocation Site, USWC shall permit the Interconnector to relocate the Premises, subject to availability of space and associated requirements. The Interconnector shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Premises.

In either such event, the new Premises shall be deemed the "Premises" hereunder and the new Physical Collocation Site (where applicable) the "Physical Collocation Site."

1.3 The Premises. USWC agrees, at the Interconnector's sole cost and expense as set forth herein, to prepare the Premises in accordance with working drawings and specifications entitled _____ and dated _____, which documents, marked Exhibit C, are attached and incorporated herein. The preparation shall be arranged by USWC in compliance with all applicable codes, ordinances, resolutions, regulations and laws. In return for the Interconnector's agreement to make the payments required by Section 2.1 hereof, USWC agrees to pursue diligently the preparation of the Premises for use by the Interconnector.

ARTICLE II - EFFECTIVENESS AND REGULATORY APPROVAL

2.1 Submission to State Commission. The Agreement is prepared as a component of the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, between USWC and North County ("Interconnection Agreement"), and the parties intend to submit the Agreement and other elements of the Interconnection Agreement to state commissions for approval under the provisions of 47 U.S.C. § 252. This Agreement is conditioned upon the approval of this Agreement and the Interconnection Agreement. After execution of this Agreement, the parties shall submit it and the applicable Interconnection Agreement to the State commission in the State in which the Premises is located for approval, and shall defend the Agreement and support any reasonable effort to have this Agreement so approved, including the supplying of witnesses and testimony if a hearing is held.

2.2 Failure to Receive Approval. If this Agreement does not receive such unqualified approval, this Agreement shall be void upon written notice of either party to the other after such regulatory action becomes final and unappealable. Thereafter Interconnector may request to begin negotiations again under 47 U.S.C. 251. Alternatively, the parties may both agree to modify this Agreement to receive such approval, but neither shall be required to agree to any modification. Any agreement to modify shall not waive the right of either party to pursue any appeal of the ruling made by any reviewing regulatory commission or to seek arbitration of any of the terms of this Agreement or any of the terms of the Interconnection Agreement.

2.3 Preparation Prior to Regulatory Approval. At the written election of the Interconnector, USWC shall begin preparing the Premises for the Interconnector prior to receiving the approval required by Section 2.1 hereof. Except as specified in the Interconnection Agreement, the evidence of such election shall be the delivery to USWC of a letter requesting that USWC begin preparations, payment of 50 percent of the non-recurring charge for preparing the Premises for use by North County, and the promise of North County to pay the balance of the non-recurring charges as provided in this Agreement. Payment to USWC of the remaining non-recurring charges due under this Agreement shall be due one month after the Interconnector's equipment is installed at the Premises, interconnected with USWC and operational as described in Section 3.2 below. Upon such an election, this Agreement shall become effective but only insofar as to be applicable to Premises preparation.

If the Agreement does not become fully effective as contemplated by this Article due in any part to USWC not fulfilling its obligation under 2.1 preceding, the Interconnector shall be entitled to a refund of all payments made to USWC for preparation.

ARTICLE III - TERM

3.1 Commencement Date. This Agreement shall be a term agreement, beginning on the "Commencement Date" and ending on a date five years afterwards. The "Commencement Date" shall be the first day after the Interconnector's equipment becomes operational as described in Section 3.2. At the end of the term and unless the parties agree to an extension or a superseding arrangement, this Agreement shall automatically convert to a month-to-month Agreement.

3.2 Occupancy. Unless there are unusual circumstances, USWC will notify the Interconnector that the Premises is ready for occupancy within five (5) days after USWC completes preparations described in Section 2.3. The Interconnector must place operational telecommunications equipment in the Premises and connect with USWC's network within one hundred fifty (150) days after receipt of such notice; provided, however, that such one hundred fifty day period shall not begin until regulatory approval is obtained under Article II and, further, that USWC may extend beyond the one hundred fifty days upon a demonstration by the Interconnector of a best efforts to meet that deadline and circumstances beyond its reasonable control that prevented the Interconnector from meeting that deadline. If the Interconnector fails to do so, this Agreement is terminated on the thirtieth (30th) day after USWC provides to the Interconnector written notice of such failure and the Interconnector does not place operational telecommunications equipment in the Premises and connect with USWC's network by such thirtieth day. In any such event, the Interconnector shall be liable in an amount equal to the unpaid balance of the preparation charges due. For purposes of this Section, the Interconnector's telecommunications equipment is considered to be operational and interconnected when connected to USWC's network for the purpose of providing service.

ARTICLE IV - PREMISES CHARGES

4.1 Monthly Charges. Beginning on the Commencement Date, Interconnector shall pay to USWC monthly fees as specified in Exhibit A.

4.2 Billing. Billing for Monthly Charges shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. USWC may change its billing date practices upon providing ninety (90) days written notice to the Interconnector. Each USWC bill must identify the Premises location by CLLI and/or address and must separately identify any non-contiguous Premises within the Physical Collocation Site. Further, USWC must specify separately for each Premises CLLI and/or address and for any non-contiguous Premises each rate element individually along with the quantity purchased by the Interconnector at that (those) Premises and the individual rate charged for each element along with the dates for which such

charges apply. USWC shall promptly adjust Interconnector's account in each instance of misbilling identified and demonstrated by the Interconnector.

4.3 Nonrecurring Charges.

- (a) The one-time charge for preparing the Premises for use by the Interconnector as well as all other one-time charges associated with the Interconnector's request shall be exactly as stated in Exhibit B.
- (b) USWC will contract for and perform the procurement, construction and preparation activities underlying the Monthly Fees and Nonrecurring Charges, using the same or consistent practices that are used by USWC for other construction and preparation work performed in the Physical Collocation Site and shall make every possible effort to obtain all necessary approvals and permits, where applicable, promptly. USWC will obtain more than one trade subcontractor submission to the extent available when the initial trade subcontractor bid, proposal or quotation associated with an ICB pursuant to Exhibit B exceeds ten-thousand dollars (\$10,000.00). It is understood and agreed that any such request for additional subcontractor submissions will likely add to the time necessary to provide physical collocation and, for that reason, Interconnector reserves the right to authorize USWC to forgo such additional bids but will only do so in writing. USWC will permit the Interconnector to inspect all supporting documents for the Monthly Fees and Nonrecurring Charges. Any dispute regarding such USWC charges will be subject to the dispute resolution provisions hereof. Notwithstanding the above, the Interconnector may directly contract with any supplier, vendor, subcontractor, or contractor that USWC approves for such work (including but not limited to the procurement and installation of cages) and may, at Interconnector's election, be solely responsible for any and all payments due to such supplier, vendor, subcontractor or contractor for such procurement, construction and preparation activities. Where Interconnector exercises this right, Interconnector shall pay to USWC only those amounts associated with labor hours of USWC personnel necessary for such USWC personnel to observe and approve such work at the Premises within the Physical Collocation Site.
- (c) Nonrecurring Charges associated with the point-of-termination bay shall be applied to the Interconnector by USWC only where the Interconnector requests in writing that USWC supply such point-of-termination bay. Otherwise, the Interconnector shall be responsible for purchasing such point-of-termination bays and for arranging their installation by a vendor, subcontractor or contractor approved by USWC to perform such work.

4.4 Preparation. USWC will begin preparation on execution of this Agreement and upon receipt of written notice from Interconnector as described in Section 2.3.

4.5 Pre-Preparation Access. USWC shall permit the Interconnector to have access to the Premises for the purpose of inspection once physical collocation site preparation activities have begun. Interconnector agrees to limit the number of such inspections to three per Premises except where such inspection exposes a non-conformance with the Interconnector's requirements as stated in its initial request or this Agreement.

4.6 Breach Prior to Commencement Date. If the Interconnector materially breaches this Agreement by purporting to terminate this Agreement after USWC has begun preparation of the Premises then, in addition to any other remedies that USWC might have, the Interconnector shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; subcontractor charges paid by USWC for work performed on behalf of Interconnector; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided and used; labor for work done on behalf of Interconnector for preparation; transportation and any other associated costs. USWC shall provide Interconnector with a detailed invoice showing the costs it incurred associated with preparation. Further, at the Interconnector's election, USWC shall provide to the Interconnector all materials that it determined to be unsalvageable. Should the costs incurred by USWC be used for the provision of a collocation arrangement for a third party, such costs shall be refunded to the Interconnector.

4.7 Space Preparation Fee True-Up. For all work performed by USWC and by vendors, subcontractors and contractors hired by USWC in order to prepare the Premises pursuant to the Interconnector's written request and pursuant to 4.3 preceding, USWC shall within ninety (90) days of the completion of the Premises preparation work perform a true-up of all USWC, vendor, subcontractor and contractor bill amounts associated with any ICB pricing performed pursuant to Exhibit B. If the resulting total cost is less than that paid by the Interconnector, then USWC shall within thirty (30) days refund to the Interconnector the difference between the actual cost and the payment that the Interconnector had previously submitted to USWC. Alternatively, if the total cost exceeds that previously paid by the Interconnector, then the Interconnector shall submit payment to USWC for the difference within thirty (30) days for its receipt of the bill for such an amount. Nothing in either case releases USWC from its obligation to make best-faith efforts to achieve the lowest-available cost for the preparation work that it proves is necessary or releases USWC from its obligation to allow the Interconnector to inspect such documents pursuant to 4.3 preceding.

ARTICLE V - INTERCONNECTION CHARGES

Charges for interconnection and collocation shall be set forth in Exhibits A and B.

ARTICLE VI - DEMARCATION POINT

6.1 Cable Entrances. The Interconnector shall use a dielectric fiber optic cable as a transmission medium to the Premises, or other transmission media as it determines is

necessary in order to provide services for which it has legal and regulatory authority. The Interconnector shall be permitted at least two (2) cable entrance routes into the Premises whenever two entrance routes are used by USWC at that Physical Collocation Site.

6.2 Demarcation Point. USWC and the Interconnector shall designate the point(s) of interconnection within the Physical Collocation Site as the point(s) of physical demarcation between the Interconnector's network and USWC's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. USWC and the Interconnector anticipate that the demarcation point will be within the point-of-termination bay which the Interconnector may elect to provide and install pursuant to 4.3 preceding. Where no point of termination bay is elected by the Interconnector, the point(s) of interconnection shall be specified in Exhibit D.

ARTICLE VII - USE OF PREMISES

7.1 Nature of Use. The Premises are to be used by the Interconnector for purposes of locating equipment and facilities within USWC's Physical Collocation Sites to connect with USWC services or facilities and other Interconnectors. USWC shall permit Interconnector to place, maintain and operate on Premises any equipment, pursuant to the FCC's regulations on the types of equipment required to be collocated. Consistent with the nature of the Premises and the environment of the Premises, the Interconnector shall not use the Premises for office, retail, or sales purposes. No signs or marking of any kind by the Interconnector shall be permitted on the Premises or on the grounds surrounding the Premises.

7.2 Administrative Uses. The Interconnector may use the Premises for placement of equipment and facilities only. The Interconnector's employees, agents and contractors shall be permitted access to the Premises at all reasonable times, provided that the Interconnector's employees, agent and contractors comply with USWC's policies and practices pertaining to fire, safety and security. The Interconnector agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Premises. Upon the expiration of the Agreement, the Interconnector shall surrender the Premises to USWC in the same condition as when first occupied by the Interconnector except for ordinary wear and tear.

7.3 Threat to Network or Facilities. Interconnector equipment or operating practices representing a significant demonstrable technical threat to USWC's network or facilities, including the Premises, are strictly prohibited.

7.4 Interference or Impairment. Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Premises shall not interfere with or impair service over any facilities of USWC or the facilities of any other person or entity located in the Physical Collocation Site; create hazards for or cause damage to those facilities, the Premises, or the Physical Collocation Site; impair the privacy of any communications carried in, from, or through the Physical Collocation Site; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a

material breach of this Agreement if, after USWC's submission to Interconnector of written notice of such interference or impairment, Interconnector did not promptly work to eliminate the interference or impairment.

7.5 Interconnection to Others. The Interconnector may directly connect to other Interconnectors' facilities within the Physical Collocation Site. USWC agrees to provide to Interconnector, upon its receipt of the Interconnector's written request, any facilities necessary for such interconnection wherever such facilities exist or can be made available and USWC shall provide any such facilities pursuant to 4.3 preceding and Exhibits A and B. Further, USWC agrees to provide to the Interconnector, upon its receipt of the Interconnector's written request, unbundled network transmission elements at rates specified in Exhibits A and B, and USWC will facilitate interconnection of the Interconnector's collocation equipment to other services offered in USWC's tariffs or other Agreements (e.g., Synchronous Service Transport service). For the purposes of Interconnection to Others, where the other Interconnector's Interconnection Agreement differs from this Agreement, the less restrictive terms and conditions relating to such direct interconnection and the lower charges identified in the two Agreements for such direct interconnection shall apply to both Interconnectors for all Interconnection between those two Interconnectors. Interconnector agrees to continue to pay to USWC all applicable Monthly Charges for space, power and for all other interconnection circuits at the Premises.

7.6 Personality and its Removal. Subject to the Article, the Interconnector may place or install in or on the Premises such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by the Interconnector in the Premises shall not become a part of the Premises, even if nailed, screwed or otherwise fastened to the Premises, but shall retain their status as personality and may be removed by Interconnector at any time. Any damage caused to the Premises by the removal of such property shall be promptly repaired by Interconnector at its expense.

7.7 Alterations In no case shall the Interconnector or any person purporting to be acting through on or behalf of the Interconnector make any rearrangement, modification, improvement, addition, repair, or other alteration to the Premises or the Physical Collocation Site without the advance written permission and direction of USWC. USWC shall make best efforts to honor any reasonable request for a modification, improvement, addition, repair, or other alteration proposed by the Interconnector, provided that USWC shall have the right to, for reasons that it specifies in writing, reject or modify any such request except as required by state or federal regulators. The cost of any such specialized alterations shall be paid by Interconnector in accordance with the terms and conditions identified in Article IV herein.

ARTICLE VIII - STANDARDS

8 Minimum Standards. This Agreement and the physical collocation provided hereunder is made available subject to and in accordance with the (i) Bellcore Network Equipment Premises System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE), as may be amended at any time and from time to time, and any successor documents,

except to the extent that USWC deviates from any such requirements for its equipment and the facilities and services that it uses and provides or to the extent that USWC allows other Interconnectors to deviate from any such requirements; and, (ii) any statutory and/or regulatory requirements in effect at the execution of this Agreement or that subsequently become effective and then when effective. The Interconnector shall strictly observe and abide by each. USWC shall publish and provide to the Interconnector its Reference Handbook for Collocation to provide Interconnector with guidelines and USWC's standard operating practices for collocation. USWC agrees that the material terms and conditions of collocation are not contained in such a technical publication, nor can USWC change the terms and conditions of this Agreement by changing that technical publication; however, any revision made to address situations potentially harmful to USWC's network or the Premises or Physical Collocation Site, or to comply with statutory and/or regulatory requirements shall become effective immediately and the Interconnector agrees to take steps to comply with such revisions immediately upon its receipt of USWC's written notification of the change.

ARTICLE IX - RESPONSIBILITIES OF THE INTERCONNECTOR AND USWC

9.1 Contact Number. The Interconnector and USWC are responsible for providing to each other personnel contact numbers for their respective technical personnel who are readily accessible 24 hours a day, 7 days a week, 365 days a year.

9.2 Trouble Status Reports. The Interconnector is responsible for promptly providing trouble report status when requested by USWC. Likewise, USWC is responsible for promptly providing trouble report status when requested by Interconnector.

9.3 Cable Extension. The Interconnector is responsible for bringing its cable to entrance manhole(s) or other appropriate sites designated by USWC (e.g., utility poles or controlled environmental vaults), and for leaving sufficient cable length in order for USWC to fully extend the Interconnector-provided cable to the Premises. In the alternative, at the Interconnector's option, USWC shall provide interconnection facilities, i.e., unbundled network transmission elements, from an Interconnector-designated location (e.g., the Interconnector's Node) to the Premises within the Physical Collocation Site. Nothing in this paragraph shall preclude the Interconnector from obtaining unbundled network transmission elements from USWC at any Premises within a Physical Collocation Site for primary or redundant interconnection.

9.4 Regeneration. Regeneration on intra-building connections will be provided by USWC, when requested. The price for regeneration shall be pursuant to Exhibit B.

9.5 Removal. The Interconnector is responsible for removing any equipment, property or other items that it brings into the Premises or any other part of the Physical Collocation Site. If the Interconnector fails to remove any equipment, property, or other items from the Premises or Physical Collocation Site within thirty (30) days after discontinuance of use, USWC may perform the removal and may charge the Interconnector for any materials used in any such

removal, and the time spent on such removal at the then-applicable hourly rate for administrative work pursuant to the TA96 factor approach identified on Exhibit B.

9.6 Interconnector's Equipment and Facilities. The Interconnector is solely responsible for the design, engineering, testing, performance, and maintenance of the equipment and facilities used by the Interconnector in the Premises. The Interconnector will be responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Premises:

- (a) its cable(s);
- (b) its equipment;
- (c) required point of termination cross connects;
- (d) point of termination maintenance, including replacement fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are not controlled by USWC and only if and as required; and
- (e) the connection cable and associated equipment which may be required within the Premises to the point(s) of interconnection. USWC does not assume any such responsibility unless contracted to perform such work on behalf of the Interconnector.

9.7 Verbal Notifications Required. The Interconnector is responsible for immediate verbal notification to USWC of significant outages or operations problems which could impact or degrade USWC's network, switches, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours. Likewise, USWC is responsible for providing immediate verbal notification to the Interconnector of problems with USWC's network or operations which could impact or degrade Interconnector's network, switches, or services, and provide an estimated clearing time for restoration. Further, USWC shall provide written notification to Interconnector within the same twenty-four (24) hour interval. For the purposes of this paragraph, written notification may be given by electronic mail so long as the notifying party provide the required verbal notification to the other.

9.8 Service Coordination. The Interconnector is responsible for coordinating with USWC to ensure that services are installed in accordance with the service request. Likewise, USWC is obligated to coordinate with Interconnector to ensure the services are installed in accordance with the service request and fulfill the service request in a timely, effective manner.

9.9 Testing. The Interconnector is responsible for testing, to identify and clear a trouble when the trouble has been isolated to an Interconnector-provided facility or piece of equipment. If USWC testing is also required, it will be promptly provided as part of its obligation to provide to Interconnector network interconnection.

ARTICLE X - QUIET ENJOYMENT

Subject to the other provisions hereof, USWC covenants that it has full right and authority to permit the use of the Premises by the Interconnector and that, so long as the

Interconnector performs all of its obligations herein, the Interconnector may peaceably and quietly enjoy the Premises during the term hereof.

ARTICLE XI - ASSIGNMENT

The Interconnector shall not assign or otherwise transfer this Agreement, neither in whole nor in part, or permit the use of any part of the Premises by any other person or entity, without the prior written consent of USWC. Any purported assignment or transfer made without such consent may be made void by USWC at its option.

ARTICLE XII - CASUALTY LOSS

12.1 Damage to Premises. If the Premises are damaged by fire or other casualty, and

- (i) the Premises are not rendered untenable in whole or in part, USWC shall repair the same at its expense (as hereafter limited) and the Monthly Charges shall not be abated, or
- (ii) the Premises are rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, USWC has the option to repair the Premises at its expense (as hereafter limited) and all Monthly Charges shall be proportionately abated while Interconnector was deprived of the use and the interconnection. If the Premises cannot be repaired within ninety (90) days, or USWC opts not to rebuild, then this Agreement shall (upon notice to the Interconnector within thirty (30) days following such occurrence) terminate as of the date of such damage. However, USWC must provide to Interconnector comparable substitute interconnection and collocation arrangements at another mutually-agreeable Physical Collocation Site without penalty or nonrecurring charges assessed against the Interconnector.

Any obligation on the part of USWC to repair the Premises shall be limited to repairing, restoring and rebuilding the Premises as originally prepared for the Interconnector and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by the Interconnector or by USWC on request of the Interconnector; or any fixture or other equipment installed in the Premises by the Interconnector or by USWC on request of the Interconnector.

12.2 Damage to Premises. In the event that the Premises shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in USWC's opinion, be advisable, then, notwithstanding that the Premises may be unaffected thereby, USWC, at its option, may terminate this Agreement by giving the Interconnector ten (10) days prior written notice within thirty (30) days following the date of such occurrence.

ARTICLE XIII - LIMITATION OF LIABILITY

13.1 Limitation. With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the liability of USWC, if any shall be as described in the Interconnection Agreement in effect between the parties.

Each party shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other party's services or equipment except those claims and damages directly associated with the provision of services to the other party which are governed by the provisioning party's applicable tariffs.

Neither party shall have any liability whatsoever to the customers of the other party for claims arising from the provision of the other party's service to its customers, including claims for interruption of service, quality of service or billing disputes.

The liability of either party for its willful misconduct, if any, is not limited by this Agreement.

13.2 Third Parties. The Interconnector acknowledges and understands that USWC may provide space in or access to the Physical Collocation Site to other persons or entities ("Others"), which may include competitors of the Interconnector; that such space may be close to the Premises, possibly including space adjacent to the Premises and/or with access to the outside of the Premises; and that any in-place optional cage around the Premises is a permeable boundary that will not prevent the Others from observing or even damaging the Interconnector's equipment and facilities. In addition to any other applicable limitation, USWC shall have no liability with respect to any action or omission by any Other, except in instances involving negligence or willful actions by USWC or its agents or employees. The Interconnector shall save and hold USWC harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other.

ARTICLE XIV - SERVICES, UTILITIES, MAINTENANCE AND FACILITIES

14.1 Operating Services. USWC, at its sole cost and expense, shall maintain for the Physical Collocation Site customary Premises services, utilities (excluding telephone facilities), including janitor and, where applicable, elevator services, 24 hours a day, 365 days a year. The Interconnector shall be permitted to have a single-line business telephone service for the Premises subject to applicable USWC tariffs.

14.2 Utilities. USWC will provide negative DC and AC power, back-up power, heat, air conditioning and other environmental support necessary for the Interconnector's equipment, in the same manner that it provides such support items for its own equipment within that Premises.

14.3 Maintenance. USWC shall maintain the exterior of the Premises and grounds, and all entrances, stairways, passageways, and exits used by the Interconnector to access the Premises.

14.4 Legal Requirements. USWC agrees to make, at its expense, all changes and additions to the Premises required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities.

ARTICLE XV - DISPUTE RESOLUTION

For disputes arising out of this Agreement, the parties agree that they will follow the procedures as set forth in Section XXXIV of the Interconnection Agreement executed between the parties.

ARTICLE XVI - SUCCESSORS BOUND

Without limiting Article XI hereof, the conditions and agreements contained herein shall bind and inure to the benefit of USWC, the Interconnector and their respective successors and, except as otherwise provided herein, assigns.

ARTICLE XVII - CONFLICT OF INTEREST

The Interconnector represents that no employee or agent of USWC has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration from the Interconnector, or any of the Interconnector's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents. USWC represents that no employee or agent of the Interconnector has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration from USWC, or any of USWC's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

ARTICLE XVIII - NON-EXCLUSIVE REMEDIES

No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

ARTICLE XIX - NOTICES

Except as may be specifically permitted in this Agreement, any notice, demand, or payment required or desired to be given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mail, or via professional overnight courier, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be

effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:
If to USWC:

If to the Interconnector:

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

ARTICLE XX - COMPLIANCE WITH LAWS

The Interconnector and all persons acting through or on behalf of the Interconnector shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder.

ARTICLE XXI - INSURANCE

Interconnector agrees to maintain, at Interconnector's expense during the entire time that Interconnector and its equipment occupies Premises: (i) General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury or property damage, (ii) Employer's Liability in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence, (iii) Worker's Compensation in an amount not less than that prescribed by statutory limits, and (iv) Umbrella/Excess Liability coverage in an amount of five million dollars (\$5,000,000.00) excess of coverage specified above.

Each policy shall be underwritten by an insurance company having a BEST insurance rating of B+VII or better, and which is authorized to do business in the jurisdiction in which the Premises is located.

Interconnector shall furnish USWC with certificates of insurance which evidence the minimum levels of insurance set forth herein and which name USWC as an additional insured. The Interconnector shall arrange for USWC to receive at least thirty (30) days advance written

notice from the Interconnector's insurance companies of cancellation and shall notify USWC in writing to achieve its approval should the Interconnector later elect to self-insure.

ARTICLE XXII - US WEST'S RIGHT OF ACCESS

USWC, its agents, employees, and other USWC-authorized persons shall have the right to enter the Premises at any reasonable time to examine its conditions, make repairs required to be made by USWC hereunder, and for any other purpose determined to be necessary by USWC in complying with the terms of this Agreement and providing telecommunications services at the Physical Collocation Site. USWC may access the Premises at any time for purposes of averting any threat of harm imposed by the Interconnector or its equipment or facilities upon the operation of USWC equipment, facilities and/or personnel located outside of the Premises. If routine inspections are required, they shall be conducted at a mutually agreeable time. USWC agrees to minimize and to limit any and all instances in which access by its employees, agents or other persons whom it authorizes takes place and agrees not to allow any party which is suspected of any previous instance of wrongdoing of any kind or who has been subject to any form of discipline by USWC at any time in the past to enter Premises. USWC will, in all instances, provide to Interconnector written notification of its access to Premises any time that such access occurs without advance notice to the Interconnector and such written notification shall contain a brief explanation of the reason for such access as well as the name(s) and title(s) of such persons and USWC shall provide to Interconnector such written notice within twenty-four (24) hours of the time when such access took place.

ARTICLE XXIII - OTHER COLLOCATION AGREEMENTS

The parties agree that the provisions of Section 252(i) of the Act shall apply, including state and federal interpretive regulations in effect from time to time.

ARTICLE XXIV - MISCELLANEOUS

24.1 Exhibits. The following Exhibits are attached hereto and made part hereof:

Exhibit A, The Schedule of All Interstate and Intrastate Monthly Recurring Charges

Exhibit B, The Schedule of All Interstate and Intrastate Nonrecurring Charges

Exhibit C, Working Drawings and Specifications Entitled _____

Exhibit D, Point of Interconnection _____

24.2 Variations. In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement shall control.

24.3 Governing Law. This Agreement shall be governed by the laws of the State in which the Premises are located, without regard to the choice of law principles thereof.

24.4 Joint and Several. If Interconnector constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

24.5 Future Negotiations. USWC may refuse requests for additional space at the Physical Collocation Site or in any other USWC site if the Interconnector is in material breach of this Agreement. In such event, the Interconnector hereby releases and shall hold USWC harmless

24.6 Severability. With the exception of the requirements, obligations, and rights set forth in Article II hereof, if any of the provisions hereof are otherwise deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of USWC and the Interconnector shall be construed accordingly.

24.7 Paragraph Headings and Article Numbers. The headings of the articles paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this agreement.

24.8 Entire Agreement. Recognizing that this Agreement is component of a Interconnection Agreement, this Agreement with the attached schedules and exhibits, and referenced documentation and materials attached hereto set forth the entire understanding of the parties with respect to physical collocation and supersedes all prior agreements, arrangements and understandings relating to this subject matter and may not be changed except in writing by the parties. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein, and there are no other oral or written understandings or agreements between the parties relating to the subject matter hereof except as may be referenced herein.

24.9 No Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

24.10 Binding Effect. (a) This Agreement is binding upon the parties hereto, their respective executors, administrators, heirs, assigns and successors in interest; (b) all obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

24.11 Force Majeure. Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually-severe weather conditions, inability to secure products or services of other persons or

transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Condition"). If any Force Majeure Condition occurs, the party delayed or unable to perform shall give prompt notice to the other party and shall take all reasonable steps to correct the force Majeure Condition. During the pendency of such Condition, the duties of the parties under this agreement affected by the Force Majeure Condition shall be abated and shall resume without liability thereafter.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed and delivered this Agreement as of the day and year first above written.

U S WEST COMMUNICATIONS, INC.:

By:
Title:

INTERCONNECTOR:

By:
Title:

Exhibit A

The Schedule of All Interstate and Intrastate Monthly Recurring Charges

To be provided by the Parties

Exhibit B

The Schedule of All Interstate and Intrastate Nonrecurring Charges

To be provided by the Parties

Exhibit C

Working Drawings and Specifications Entitled

To be provided by the Parties

Exhibit D

Point of Interconnection

To be provided by the Parties



EXHIBIT B

**Triennial Review Order and Triennial Review Remand Order
("TRO/TRRO") Amendment
to the Interconnection Agreement between
Qwest Corporation
and
North County Communications Corporation of Arizona
for the State of Arizona**

This is an Amendment ("Amendment") to incorporate the Triennial Review Order ("TRO") and the Triennial Review Remand Order ("TRRO") into the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and North County Communications Corporation of Arizona ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (such Interconnection Agreement, as amended to date, being referred to herein as the "Agreement"), for services in the state of Arizona, which was approved by the Arizona Corporation Commission ("Commission"); and

WHEREAS, the Federal Communications Commission ("FCC") promulgated new rules and regulations pertaining to, among other things, the availability of unbundled network elements ("UNEs") pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act") in its Report and Order *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, (effective October 2, 2003) ("TRO"); and

WHEREAS, on February 4, 2005, the FCC released the *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand* (Triennial Review Remand Order)(FCC 04-290) ("TRRO"), effective March 11, 2005, which further modified the rules governing Qwest's obligation to make certain UNEs available under Section 251(c)(3) of the Act; and

WHEREAS, the TRO and TRRO Decision, individually and together ("Decisions") materially modify Qwest's obligations under the Act with respect to, among other things, Qwest's requirement to offer certain UNEs; and

WHEREAS, the Parties do not believe CLEC has any facilities impacted by the Decisions but wish to amend the Agreement to comply with the Decisions and hereby agree to do so under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Amendment Terms.

To the extent applicable, the Agreement is hereby amended by deleting certain UNEs or by changing or adding terms and conditions for certain UNEs as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

II. Limitations.

Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Decisions, nor rules, regulations, interpretations, and appeals thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decisions should be changed, vacated, dismissed, stayed or modified.

III. Conflicts.

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement shall not be interpreted as, or deemed a grounds for finding, a conflict for purposes of this Section III.

IV. Scope.

This Amendment shall amend, modify and revise the Agreement only as required under the TRO and TRRO and to the extent the Section 251(c)(3) UNEs listed in Attachment 1 are included in the Agreement and, except to the extent set forth in Section I and Section II of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the execution date.

V. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission, except where the change of law provision in CLEC's Interconnection Agreement specifies a different effective date. The Parties agree to implement the provisions of this Amendment upon execution ("execution date").

VI. Further Amendments.

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

NCC
By: ES
5/2/08

VII. Entire Agreement.

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**North County Communications
Corporation of Arizona**

Todd Lesser
Signature

Todd Lesser
Name Printed/Typed

President
Title

5/21/08
Date

Qwest Corporation

L.T. Christensen
Signature

L.T. Christensen
Name Printed/Typed

Director- Interconnection Agreements
Title

7/1/08
Date

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NCC
BY: 98
5/21/08

1.0 Definitions

"Business Line" means a Qwest-owned switched access line used to serve a business customer, whether by Qwest itself or by CLEC that leases the line from Qwest. The number of Business Lines in a Wire Center shall equal the sum of all Qwest business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting End User Customers with Qwest end-offices for switched services; (2) shall not include non-switched special access lines; and (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (24) Business Lines.

"Commingling" means the connecting, attaching, or otherwise linking of an Unbundled Network Element, or a Combination of Unbundled Network Elements, to one or more facilities or services that a requesting Telecommunications Carrier has obtained at wholesale from Qwest, or the combination of an Unbundled Network Element, or a Combination of Unbundled Network Elements, with one or more such facilities or services.

"Commingle" means the act of Commingling.

"Dark Fiber" is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.

"Dedicated Transport" is Qwest transmission facilities between wire centers or switches owned by Qwest, or between wire centers or switches owned by Qwest and switches owned by requesting telecommunications carriers, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.

"Fiber-based Collocator" means any carrier, unaffiliated with Qwest, that maintains a Collocation arrangement in a Qwest Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a Collocation arrangement within the Wire Center; (2) leaves the Qwest Wire Center premises; and (3) is owned by a party other than Qwest or any affiliate of Qwest, except as set forth in this paragraph. Dark fiber obtained from Qwest on an indefeasible right of use basis shall be treated as non-Qwest fiber-optic cable. Two (2) or more affiliated Fiber-based Collocators in a single Wire Center shall collectively be counted as a single Fiber-based Collocator. For purposes of this paragraph, the term "affiliate" is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

"Interexchange Service" means telecommunications service between stations in different exchange areas. *Cf. Modification of Final Judgment, § IV(K), reprinted in United States v. Am. Tel. & Tel. Co., 552 F. Supp. 131, 229 (D.D.C. 1982) (defining "interexchange telecommunications" as "telecommunications between a point or points located in one exchange telecommunications area and a point or points located in one or more other exchange areas or a point outside an exchange area").*

"Long Distance Service" (see "Interexchange Service").

NCC
BY: 92
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"Mobile Wireless Service" means all mobile wireless telecommunications services, including commercial mobile radio service (CMRS). CMRS includes paging, air-ground radio, telephone service and offshore radiotelephone services, as well as mobile telephony services, such as the service offerings of carriers using cellular radiotelephone, broadband PCS and SMR licenses.

"Non-impaired Wire Center" – A Non-impaired Wire Center is a Wire Center that meets the loop thresholds identified in CFR 47 §51.319(a)(4)(i) for DS1 Loops and §51.319(a)(5)(i) for DS3 Loops. Non-impaired Wire Centers also include Tier 1 and Tier 2 Wire Centers as defined in §51.319(e)(3) and subject to the limitations of §51.319(e)(2)(ii)(A) for DS1 Dedicated Transport, §51.319(e)(2)(iii)(A) for DS3 Dedicated Transport and §51.319(e)(2)(iv)(A) for Dark Fiber Transport.

"Route" is a transmission path between one of Qwest's Wire Centers or switches and another of Qwest's Wire Centers or Switches. A Route between two (2) points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") may pass through one (1) or more intermediate Wire Centers or Switches (e.g., Wire Center or Switch "X"). Transmission paths between identical end points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or Switches, if any.

"Triennial Review Remand Order" The Triennial Review Remand Order is the FCC's Order on Remand in CC Docket Nos. 01-338 and 04-313 (released February 4, 2005).

"Unbundled Network Element" (UNE) is a Network Element that has been defined by the FCC as a Network Element to which Qwest is obligated under Section 251(c)(3) of the Act to provide unbundled access or for which unbundled access is provided under CLEC's Agreement and under this Amendment. Unbundled Network Elements do not include those Network Elements Qwest is obligated to provide only pursuant to Section 271 of the Act.

"Wire center" A wire center is the location of a Qwest local Switching facility containing one or more central offices, as defined in the Appendix to part 36 of Chapter I to Title 47 of the Code of Federal Regulations. The wire center boundaries define the area in which all customers served by a given wire center are located.

"Tier 1 Wire Centers" means those Qwest Wire Centers that contain at least four Fiber-based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Qwest tandem Switching locations that have no line-side Switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

"Tier 2 Wire Centers" means those Qwest Wire Centers that are not Tier 1 Wire Centers, but contain at least 3 Fiber-based Collocators, at least 24,000 Business Lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

"Tier 3 Wire Centers" means those Qwest Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

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2.0 Unbundled Network Elements (UNE) General

2.1 CLEC's Interconnection Agreement may include terms and conditions for certain Network Elements that Qwest is no longer required to offer on an unbundled basis pursuant to Section 251 of the Act. The FCC determined in its Decisions, that certain Unbundled Network Elements no longer satisfy the FCC's impairment test, and as a result, Qwest is no longer obligated to offer to CLEC those Network Elements on an unbundled basis pursuant to Section 251 of the Act. The FCC also modified certain Terms and Conditions for other Unbundled Network Elements.

2.2 As of the execution date of this Amendment, CLEC shall not order, and Qwest will not provide, the following Network Elements on an unbundled basis pursuant to Section 251 of the Act:

2.2.1 Unbundled Loops

- a) Certain DS1 Loops subject to the requirements of Section 3.0 following
- b) Certain DS3 Loops subject to the requirements of Section 3.0 following
- c) OCn Loops
- d) FTTH & FTTC Loops subject to the requirements of Section 3.1.6 following
- e) Dark Fiber Loops subject to the requirements of Section 3.1.5 following
- f) Hybrid Loops (non-copper distribution Loops) except as identified in Section 3.1.7 following
- g) Line Sharing
- h) Feeder-Sub-Loop
- i) Shared Distribution Loops

2.2.2 Transport

- a) E-UDIT (Extended Unbundled Dedicated Interoffice Transport); Transport from a CLEC's Premises to a Qwest Wire Center;
- b) E-UDF (Extended Unbundled Dark Fiber); Transport from a CLEC's Premises to a Qwest Wire Center;
- c) OCn UDIT; including Remote Node/Remote Port and SONET add/drop multiplexing
- d) UDIT and UDF as a part of a Meet-Point arrangement;
- e) Certain DS1 Transport (UDIT) subject to the requirements of Section 4.0

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following

- f) Certain DS3 Transport (UDIT) subject to the requirements of Section 4.0 following
- g) Certain Dark Fiber Transport (UDF-IOF) subject to the requirements of Section 4.1.7 following
- h) Multiplexing associated with UDIT and Loop/Mux Combo

2.2.3 Unbundled Switching

- a) Packet Switching
- b) Tandem Switching
- c) Mass Market Switching, including UNE-P and related services as identified in Section 2.2.3.1
- d) Enterprise Local Switching, including UNE-P and related services as identified in Section 2.2.3.1
- e) Signaling Networks (stand alone)

2.2.3.1 Related services

- a) Customized Routing
- b) Signaling
- c) AIN Database Services
- d) Line Information Database (LIDB)
- e) 8XX Database Services
- f) InterNetwork Calling Name (ICNAM)
- g) Local Number Portability (LNP) Database
- h) Shared Transport

2.2.4 Transition

2.2.4.1 As of the effective date of this amendment the Parties believe that CLEC does not have any of the UNEs described above. However, if the Parties agree or it is determined through Dispute resolution that CLEC was not entitled to unbundled access to UNE described above, CLEC will place an order within thirty (30) Days to either disconnect the UNE or convert such UNE to an alternative service arrangement. The CLEC will be back billed pursuant to the results of Decisions in a non-discriminatory manner.

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2.4 UNEs shall be obtained solely for the provision of Telecommunications Services and only to the extent allowed by law.

2.5 UNEs shall only be obtained for the provision of Telecommunications Services, which do not include telecommunications utilized by CLEC for its own administrative use.

2.6 CLEC may not access UNEs for the exclusive provision of Mobile Wireless Services or Interexchange Services.

2.7 If CLEC accesses and uses a UNE consistently with Sections 2.4, 2.5 and 2.6, CLEC may provide any Telecommunications Services over the same UNE.

2.8 To submit an order to obtain a high-capacity loop or transport UNE, CLEC must undertake a reasonably diligent inquiry and, based on that inquiry, self-certify that, to the best of its knowledge, its request is consistent with the requirements discussed in parts IV, V, and VI of the Triennial Review Remand Order and that it is therefore entitled to unbundled access to the particular network elements sought pursuant to section 251(c)(3). As part of such reasonably diligent inquiry, CLEC shall ensure that a requested unbundled DS1 or DS3 loop is not in a Wire Center identified on the list provided by Qwest of Wire Centers that meet the applicable non-impairment thresholds specified in Sections 3.1.1 and 3.1.2, and that a requested unbundled DS1, DS3 or dark fiber transport circuit is not between Wire Centers identified on the list of Wire Centers that meet the applicable non-impairment threshold specified in Sections 4.1.1, 4.1.2 and 4.1.7.1.1. CLEC shall provide a letter or other mutually agreed upon form to document its compliance. CLEC will maintain appropriate records that document what CLEC relied upon to support its certification.

2.8.1 Upon receiving a request for access to a dedicated transport or high-capacity loop UNE that indicates that the UNE meets the relevant factual criteria discussed in sections V and VI of the Triennial Review Remand Order, Qwest must immediately process the request, if the UNE is in a location that does not meet the applicable non-impairment thresholds referred to in Section 2.8. To the extent that Qwest seeks to challenge any other such UNEs, it subsequently can raise that issue through the dispute resolution procedures provided for in CLEC's Interconnection Agreement.

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2.8.4 Additional Non-Impaired Wire Centers. If additional Qwest Wire Centers are found to meet the relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order under which Qwest is no longer required to offer Unbundled DS1 or DS3 Loops, and/or if additional Qwest Wire Centers are reclassified as Tiers 1 or 2, thus impacting the availability of Unbundled DS1, DS3, or Dark Fiber transport, Qwest shall provide notice to CLEC. Thirty (30) Days after notification from Qwest, CLEC will no longer order impacted high capacity or Dark Fiber UNEs in or between those additional Wire Centers. CLEC will have ninety (90) Days to transition existing DS1 and DS3 UNEs to an alternative service. CLEC will have one hundred eighty (180) Days to transition Dark Fiber transport to an alternative service. Qwest and CLEC will work together to identify those circuits impacted by such change. Absent CLEC transition of impacted UNEs within the transition period above, Qwest will convert facilities to month-to-month service arrangements in Qwest's Special Access Tariff or begin the disconnect process of Dark Fiber facilities. CLEC is subject to back billing for

the difference between the UNE and Tariff rates beginning on the ninety-first (91st) Day as well as for all applicable nonrecurring charges associated with such conversions.

2.9 Service Eligibility Criteria

2.9.1 The following Service Eligibility Criteria apply to combinations and/or Commingling of high capacity (DS1 and DS3) Loops and interoffice transport (high capacity EELs). This includes new UNE EELs, EEL conversions (including commingled EEL conversions), or new commingled EELs (e.g., high capacity loops attached to special access transport).

2.9.1.1 Except as otherwise provided in this Section 2.9.1, Qwest shall provide access to Unbundled Network Elements and Combinations of Unbundled Network Elements without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.

2.9.1.2 CLEC must certify that the following Service Eligibility Criteria are satisfied to: (1) convert a Special Access Circuit to a high capacity EEL, (2) to obtain a new high capacity EEL; or (3) to obtain at UNE pricing any portion of a Commingled circuit that includes a high capacity Loop and transport facility or service. Such certification shall be in accordance with all of the following Sections.

2.9.1.2.1 State Certification. CLEC has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

2.9.1.2.2 Per Circuit Criteria. The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

2.9.1.2.3 Telephone Number Assignment. Each circuit to be provided to each End User Customer will be assigned a local telephone number prior to the provision of service over that circuit. This requires that each DS1 circuit must have at least one (1) local telephone number and each DS3 circuit has at least twenty-eight (28) local telephone numbers. The origination and termination of local voice traffic on each local telephone number assigned to a circuit shall not include a toll charge and shall not require dialing special digits beyond those normally required for a local voice call.

2.9.1.2.4 911 or E911. Each circuit to be provided to each End User Customer will have 911 or E911 capability prior to the provision of service over that circuit.

2.9.1.2.5 Collocation.

2.9.1.2.5.1 Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA as the End User Customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location;

2.9.1.2.5.2 Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is located at the third party's premises within the same LATA as the End User Customer's premises, when Qwest is the collocator; and

2.9.1.2.5.3 When a DS1 or DS3 EEL Loop is connected to a multiplexed facility, the multiplexed facility must be terminated in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA as the End User Customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location.

2.9.1.2.6 If CLEC orders any of the arrangements specified in Section 2.9.1.2 that requires that the certification referenced in that section to be completed, CLEC must arrange for the meaningful exchange of traffic which must include hand-offs of local voice calls that flow in both directions. Where CLEC does not arrange for a meaningful exchange of traffic, those arrangements cannot be attributed towards satisfaction of this criterion. At a minimum, each DS1 circuit must be served by a DS0 equivalent LIS trunk in the same LATA as the End User Customer served by the circuit. For each twenty-four (24) DS1 circuits, CLEC must maintain at least one (1) active DS1 LIS trunk in the same LATA as the End User Customer served by the circuit.

2.9.1.2.6.1 Calling Party Number. Each circuit to be provided to each End User Customer will be served by an Interconnection trunk over which CLEC will transmit the Calling Party Number in connection with calls exchanged over the trunk. For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one (1) active DS1 LIS trunk over which CLEC will transmit the Calling Party Number in connection with calls exchanged over the trunk. If the Calling Party Number is not exchanged over an Interconnection trunk, that trunk shall not be counted towards meeting this criteria.

2.9.1.2.7 End Office Switch. Each circuit to be provided to each End User Customer will be served by an End Office Switch capable of Switching local voice traffic. CLEC must certify that the Switching

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equipment is either registered in the LERG as a Class 5 Switch or that it can switch local voice traffic.

2.9.1.3 CLEC must provide certification to Qwest through a certification letter, or other mutually agreed upon communication, that each individual high capacity loop in combination, or Commingled, with a Qwest-provided high capacity transport facility or service, meets the Service Eligibility Criteria set forth above before Qwest will provision or convert the high capacity facility in combination or Commingled.

2.9.1.4 CLEC's high capacity combination or Commingled facility Service Eligibility shall remain valid only so long as CLEC continues to meet the Service Eligibility Criteria set forth above. If CLEC's Service Eligibility on a given high capacity combination or Commingled facility is no longer valid, CLEC must submit a service order converting the facility to the appropriate Private Line/Special Access service within thirty (30) Days.

2.9.1.5 Service Eligibility Audits. In order to confirm reasonable compliance with these requirements, Qwest may perform Service Eligibility Audits of CLEC's records. Service Eligibility Audits shall be performed in accordance with the following guidelines:

2.9.1.5.1 Qwest may, upon thirty (30) Days written notice to CLEC that has purchased high capacity combination and Commingled facilities, conduct a Service Eligibility Audit to ascertain whether those high capacity facilities were eligible for UNE treatment at the time of Provisioning or conversion and on an ongoing basis thereafter.

2.9.1.5.2 CLEC shall make reasonable efforts to cooperate with any Service Eligibility Audit by Qwest and shall maintain and provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's high capacity combination and Commingled facilities meet the Service Eligibility Criteria.

2.9.1.5.3 An independent auditor hired and paid for by Qwest shall perform any Service Eligibility Audits, provided, however, that if a Service Eligibility Audit reveals that CLEC's high capacity combination and Commingled facility circuit(s) do not meet or have not met the Service Eligibility Criteria, then CLEC shall reimburse Qwest for the cost of the audit. To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Criteria, Qwest shall reimburse CLEC for its costs associated with the Service Eligibility Audit.

2.9.1.5.4 An independent auditor must perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) and during normal business hours, unless there is a mutual agreement otherwise.

2.9.1.5.5 Qwest shall not exercise its Service Eligibility Audit rights with respect to CLEC (excluding Affiliates), more than once in any calendar year, unless an audit finds non-compliance. If a Service Eligibility Audit does find non-compliance, Qwest shall not exercise its Service Eligibility Audit rights for sixty (60) Days following that audit, and if any subsequent Service Eligibility Audit does not find non-compliance, then Qwest shall not exercise its Service Eligibility Audit rights for the remainder of the calendar year.

2.9.1.5.6 At the same time that Qwest provides notice of a Service Eligibility Audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

2.9.1.5.7 Service Eligibility Audits conducted by Qwest for the purpose of determining compliance with Service Eligibility Criteria shall not effect or in any way limit any audit or Dispute Resolution rights that Qwest may have pursuant to other provisions of this Agreement.

2.9.1.5.8 Qwest shall not use any other audit rights it may have under this Agreement to audit for compliance with the Service Eligibility Criteria of this Section. Qwest shall not require a Service Eligibility Audit as a prior prerequisite to Provisioning combination and Commingled facilities.

2.9.1.5.9 CLEC shall maintain appropriate records to support its Service Eligibility Criteria. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

2.9.1.5.10 If a Service Eligibility Audit demonstrates that a high capacity combination and Commingled facilities do not meet the Service Eligibility Criteria above, the CLEC must convert all non-compliant circuits to Private Line/Special Access circuits and CLEC must true-up any difference in payments within thirty (30) days.

3.0 Unbundled Loop

3.1 Unbundled Loops are available pursuant to CLEC's Agreement and the following terms and conditions.

3.1.1 DS1 Unbundled Loops. Subject to the cap described in Section 3.1.1.1, Qwest shall provide CLEC with non-discriminatory access to a DS1 loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four (4) Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that Wire Center.

3.1.1.1 Cap on Unbundled DS1 Loop Circuits. CLEC may obtain a maximum of ten (10) unbundled DS1 Loops to any single building in which DS1 Loops are available as Unbundled Loops.

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3.1.2 DS3 Unbundled Loops. Subject to the cap described in Section 3.1.2.1, Qwest shall provide CLEC with non-discriminatory access to a DS3 loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 Business Lines and at least four (4) Fiber-based Collocators. If a Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling is required in that Wire Center.

3.1.2.1 Cap on Unbundled DS3 Loop Circuits. CLEC may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled loops.

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3.1.4 Qwest shall make available to CLEC a list of those Non-Impaired Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

3.1.5 Dark Fiber Loops Including Fiber Sub-loop. Qwest is not required to provide CLEC with access to a Dark Fiber Loop on an unbundled basis except for UDF-MTE Subloop below. Dark fiber is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.

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3.1.5.3 UDF MTE Subloop begins at or near an MTE to provide access to MTE premises wiring.

3.1.5.3.1 Access to Dark Fiber MTE Subloops at or near an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises. The termination and placement of CLEC fiber facilities at an MTE is solely the responsibility of CLEC. CLEC is responsible for all negotiations with the End User Customer and or premises owner for such placement of CLEC facilities.

3.1.5.3.2 Termination at an MTE. CLEC shall access the UDF MTE Subloop on the MTE premises at a technically feasible point if possible. If access is not technically feasible on the MTE premises, then CLEC may request access to UDF MTE Subloop at a technically feasible point near the MTE premises. Qwest will prepare and submit to CLEC a quote along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit C. Quotes are on an Individual Case Basis (ICB) and will include costs and an interval in accordance within the interval set forth in the Agreement.

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3.1.5.3.3 A complex IRI is used to determine if a UDF MTE Subloop is available to gain access to network infrastructure within an MTE. Quotes are on an Individual Case Basis (ICB) and may include costs in addition to any installation charges specified in Exhibit A of the Agreement.

3.1.6 FTTH and FTTC Loops. For purposes of this Section, a Fiber-to-the-Home (FTTH) loop is a local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User Customer's Premises, or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU's minimum point of entry (MPOE). For purposes of this Section, a Fiber-to-the-Curb (FTTC) loop is a local loop consisting of fiber optic cable connecting to a copper distribution plant loop that is not more than 500 feet from the End User Customer's Premises or, in the case of predominantly residential MDU, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC must connect to a copper distribution plant loop at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective End User Customer's Premises.

3.1.6.1 FTTH/FTTC New Builds. Qwest shall have no obligation to provide access to an FTTH/FTTC loop as an Unbundled Network Element in any situation where Qwest deploys such a loop to an End User Customer's Premises that had not previously been served by any loop facility prior to October 2, 2003.

3.1.6.2 FTTH/FTTC Overbuilds. Qwest shall have no obligation to provide access to an FTTH/FTTC loop as an Unbundled Network Element in any situation where Qwest deploys such a loop parallel to, or in replacement of, an existing copper loop facility. Notwithstanding the foregoing, where Qwest deploys a FTTH/FTTC loop parallel to, or in replacement of, an existing copper loop facility:

3.1.6.2.1 Qwest shall: (i) leave the existing copper loop connected to the End User Customer's Premises after deploying the FTTH/FTTC loop to such Premises, and (ii) upon request provide access to such copper loop as an Unbundled Network Element. Notwithstanding the foregoing, Qwest shall not be required to incur any expense to ensure that any such existing copper loop remains capable of transmitting signals prior to receiving a request from CLEC for access, as set forth above, in which case Qwest shall restore such copper loop to serviceable condition on an Individual Case Basis. Any such restoration shall not be subject to Performance Indicator Definition or other performance service measurement or intervals. Qwest's obligations under this subsection 3.1.6.2.1 shall terminate when Qwest retires such copper Loop in accordance with the provisions of Section 3.1.6.3 below.

3.1.6.2.2 In the event Qwest, in accordance with the provisions of Section 3.1.6.3 below, retires the existing copper loop connected to the End User Customer's Premises, Qwest shall provide access, as an Unbundled Network Element, over the FTTH/FTTC loop to a 64 kbps

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transmission path capable of voice grade service.

3.1.6.3 Retirement of Copper Loops or Copper Subloops and Replacement with FTTH/FTTC Loops. In the event Qwest decides to replace any copper loop or copper Subloop with a FTTH/FTTC Loop, Qwest will: (i) provide notice of such planned replacement on its web site (www.qwest.com/disclosures); (ii) provide e-mail notice of such planned retirement to CLECs; and (iii) provide public notice of such planned replacement to the FCC. Such notices shall be in addition to any applicable state Commission notification that may be required. Any such notice provided to the FCC shall be deemed approved on the ninetieth (90th) Day after the FCC's release of its public notice of the filing, unless an objection is filed pursuant to the FCC's rules. In accordance with the FCC's rules: (i) a CLEC objection to a Qwest notice that it plans to replace any copper Loop or copper subloop with a FTTH/FTTC Loop shall be filed with the FCC and served upon Qwest no later than the ninth (9th) business day following the release of the FCC's public notice of the filing and (ii) any such objection shall be deemed denied ninety (90) Days after the date on which the FCC releases public notice of the filing, unless the FCC rules otherwise within that period.

3.1.6.4 Handling of embedded FTTH/FTTC Loops. All embedded CLEC services over FTTH/FTTC Loops in place prior to the signature on this Amendment will be 'grandfathered' subject to re-classification upon change of service.

3.1.7 Hybrid Loops. A "Hybrid Loop" is an Unbundled Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

3.1.7.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services, including DS1 or DS3 capacity, but not DSL, Qwest shall provide CLEC with non-discriminatory access on an unbundled basis to time division multiplexing features, functions, and capabilities of that Hybrid Loop, only where impairment has been found to exist to establish a complete transmission path between Qwest's Central Office and an End User Customer's premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.1.7.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision of narrowband services, Qwest may either:

3.1.7.2.1 Provide non-discriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or

3.1.7.2.2 Provide nondiscriminatory access to a spare home-run copper loop serving that End User Customer on an unbundled basis.

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3.1.8 Subloop Unbundling. An Unbundled Subloop is defined as the distribution portion of a copper Loop or hybrid Loop comprised entirely of copper wire or copper cable that acts as a transmission facility between any point that it is Technically Feasible to access at terminals in Qwest's outside plant (originating outside of the Central Office), including inside wire owned or controlled by Qwest, and terminates at the End User Customer's premises. An accessible terminal is any point on the Loop where technicians can access the wire within the cable without removing a splice case to reach the wire within. Such points may include, but are not limited to, the pole, pedestal, Network Interface Device, minimum point of entry, single point of Interconnection, Remote Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). CLEC shall not have access on an unbundled basis to a feeder subloop defined as facilities extending from the Central Office to a terminal that is not at the End User Customer's premises or multiple tenant environment (MTE). CLEC shall have access to the feeder facilities only to the extent it is part of a complete transmission path, not a subloop, between the Central Office and the End User Customer's premises or MTE. This section does not address Unbundled Dark Fiber MTE Subloop which is addressed in Section 3.1.5.3.

3.1.8.1 Qwest's obligation to construct a Single Point of Interface (SPOI) is limited to those MTEs where Qwest has distribution facilities to that MTE and owns, controls, or leases the inside wire at the MTE. In addition, Qwest shall have an obligation to construct a SPOI only when CLEC indicates that it intends to place an order for access to an unbundled Subloop Network Element via a SPOI.

3.1.8.2 Access to Distribution Loops or Intrabuilding Cable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises. Cross-Connect Collocation, refers to creation of a cross connect field and does not constitute Collocation. The terms and conditions of Collocation do not apply to Cross-Connect Collocation if required at or near an MTE.

3.1.8.3 Retention of Embedded Services – Feeder Subloops. All embedded CLEC services over Feeder Subloops in place prior to the signature on this Amendment will be "grandfathered" subject to re-classification upon any modification to or disconnection of the service. Recurring charge rates effective prior to the signature on this amendment will remain in place. No new requests will be accepted for Feeder Subloop subsequent to signature on this Amendment.

3.1.9 Line Sharing. Qwest shall not be required to provide Line Sharing unless the Agreement has been amended with a Qwest Commercial Line Sharing Amendment.

3.1.10 Shared Distribution Loop. Qwest shall not be required to provide Shared Distribution Loop unless the Agreement has been amended with a Qwest Commercial Shared Distribution Loop Amendment.

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4.0 Unbundled Dedicated Interoffice Transport (UDIT)

4.0.1 Qwest is not obligated to provide CLEC with unbundled access to dedicated transport that does not connect a pair of Qwest Wire Centers.

4.0.2 All transport services, when combined with high capacity Loops, are subject to the Service Eligibility Criteria as outlined in Section 2.9 of this Amendment.

4.1 UDIT is available pursuant to CLEC's Agreement and the following terms and conditions.

4.1.1 DS1 UDIT. Qwest shall unbundle DS1 transport between any pair of Qwest Wire Centers except where, through application of "Tier" classifications, as defined in Section 1.0 of this Amendment, both Wire Centers defining the Route are Tier 1 Wire Centers. As such, Qwest must unbundle DS1 transport if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.

4.1.1.1 On Routes for which no unbundling obligation for DS3 Dedicated Transport circuits exists but for which DS1 Dedicated Transport is available on an unbundled basis, CLEC may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits."

4.1.2 DS3 UDIT - Qwest shall unbundle DS3 transport between any pair of Qwest Wire Centers except where, through application of "Tier" classifications, as defined in Section 1.0 of this Amendment, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Qwest must unbundle DS3 transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

4.1.2.1 CLEC may obtain a maximum of twelve (12) unbundled DS3 dedicated transport circuits on each Route where DS3 dedicated transport is available on an unbundled basis.

4.1.3 Qwest shall make available to CLEC a list of those Non-Impaired Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

4.1.4 Intentionally Left Blank

4.1.5 Intentionally Left Blank

4.1.6 Intentionally Left Blank

4.1.7 Unbundled Dark Fiber (UDF) IOF

4.1.7.1 Dedicated dark fiber transport shall be made available to CLEC on an unbundled basis as set forth in the Interconnection Agreement and as set forth below. Dark fiber transport consists of unactivated optical interoffice transmission facilities.

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4.1.7.1.1 Qwest shall unbundle dark fiber transport between any pair of Qwest Wire Centers except where, through application of "Tier" classifications defined in Section 1.0 of this Amendment, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Qwest must unbundle dark fiber transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

4.1.7.1.2 Qwest shall make available to CLEC a list of those Non-Impaired Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

4.1.8 E-UDF and M-UDF (Meet Point Billed-UDF) Transition Language. Upon the Execution Date of this Amendment, CLEC will not place, and Qwest will not accept, any ASRs for Extended Unbundled Dark Fiber (E-UDF) or M-UDF (Meet Point UDF).

5.0 Unbundled Local Switching

5.1 Transition of Unbundled Local circuit Switching, including UNE-P Services

5.1.1 DS0 Capacity (Mass Market)

5.1.1.1 Qwest is not required to provide access to local circuit Switching on an unbundled basis to requesting telecommunications carriers for the purpose of serving end-user customers using DS0 capacity loops.

5.1.1.4 Qwest is not required to provide access to signaling, call-related databases, and shared transport facilities on an unbundled basis.

5.1.2 Enterprise Switching. DS1 Capacity and above (i.e., enterprise market) Qwest is not required to provide access to local circuit Switching on an unbundled basis to requesting telecommunications carriers for the purpose of serving end-user customers using DS1 capacity and above loops.

6.0 Unbundled Network Element Combinations

6.1 Enhanced Extended Loop (EEL)

6.1.1 EEL is available pursuant to CLEC's Agreement, the relevant loop and transport terms and conditions of this amendment and the following terms and conditions.

6.1.1.1 The "Significant Amount of Local Exchange Traffic" eligibility criteria for EEL is replaced by the Service Eligibility Criteria described in Section 2.9, including the collocation requirement of Section 2.9.1.2.5.

6.1.1.2 CLEC EEL certification process is replaced by the Certification process described in Sections 2.9.1.3.

6.1.1.3 EEL Audit provisions are replaced by the Service Eligibility Audit

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process described in Sections 2.9.1.5.

6.1.1.4 Service Eligibility Criteria in Section 2.9 apply to combinations of high capacity (DS1 and DS3) loops and interoffice transport (high capacity EELs). This includes new UNE EELs, EEL conversions (including commingled EEL conversions) or new commingled EELs (e.g., high capacity loops attached to special access transport). CLEC cannot utilize combinations of Unbundled Network Elements that include DS1 or DS3 Unbundled Loops and DS1 or DS3 unbundled dedicated interoffice transport (UDIT) to create high capacity EELs unless CLEC certifies to Qwest that the EELs meet the Service Eligibility Criteria in Section 2.9.

6.1.1.5 **Transition for EEL** – CLEC must verify that all embedded EEL meet the new Service Eligibility Criteria. Qwest account representatives will work with CLEC on a plan to convert any non-compliant EEL to other service arrangements.

6.1.1.6 **Use after March 10, 2006.** For any non-compliant EELs leased by CLEC from Qwest after March 10, 2006, CLEC is subject to back billing in accordance with the back billing terms for non-impaired DS1 and DS3 loops and UDIT, as applicable, set forth in Sections 3.1.3.1 and 4.1.4.1.

6.1.1.7 **Failure to Convert Non-Compliant EEL.** Absent CLEC Transition of non-compliant EEL within ninety (90) days of the Execution Date of this Amendment, Qwest will convert services to alternate arrangements. CLEC is subject to back billing for the difference between the rates for the UNEs and rates for the Qwest alternative service arrangements to March 11, 2006. CLEC is also responsible for all non-recurring charges associated with such conversions.

6.2 Loop-Mux Combination (LMC)

6.2.1 Description

6.2.1.1 Loop-mux combination (LMC) is an unbundled Loop, as defined by CLEC's Agreement as amended, (referred to in this Section as an LMC Loop) Commingled with a private line (PLT), or with a special access (SA), Tariffed DS1 or DS3 multiplexed facility with no interoffice transport. The PLT/SA multiplexed facility is provided as either an Interconnection Tie Pair (ITP) or Expanded Interconnection Termination (EICT) from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same Qwest Wire Center.

6.2.1.2 LMC provides CLEC with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a PLT/SA DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.

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6.2.1.3 Qwest offers the LMC Loop as a billing conversion or as new provisioning.

6.2.2 Terms and conditions

6.2.2.1 An Extended Enhanced Loop (EEL) may be commingled with the PLT/SA multiplexed facility.

6.2.2.2 LMC Loops will be provisioned where existing facilities are available.

6.2.2.3 The PLT/SA DS1 or DS3 multiplexed facility must terminate in a Collocation.

6.2.2.4 The multiplexed facility is subject to all terms and conditions (ordering, provisioning, and billing) of the appropriate Tariff.

6.2.2.5 The multiplexer and the Collocation must be located in the same Qwest Wire Center.

6.2.2.6 A rearrangement nonrecurring charge may be assessed on some requests for work to be performed by Qwest on an existing LMC Loop; or on some Private Line/Special Access circuits when coupled with a Conversion as Specified Request to convert to LMC Loop.

6.2.3 Rate Elements

6.2.3.1 The LMC Loop is the Loop connection between the End User Customer Premises and the multiplexer in the serving Wire Center where CLEC is Collocated. LMC Loop is available in DS0 and DS1. Recurring and non-recurring charges apply

6.2.3.2 DS0 Mux Low Side Channelization. LMC DS0 channel cards are required for each DS0 LMC Loop connected to a 1/0 LMC multiplexer. Channel cards are available for analog loop start, ground start, reverse battery, and no signaling. See channel performance for recurring charges as set forth in Exhibit A.

6.2.3.3 Nonrecurring charges for billing conversions to LMC Loops and Rearrangement of existing LMC Loops are set forth in Exhibit A.

6.2.4 Ordering Process

6.2.4.1 Ordering processes for LMC Loop(s) are contained in this Agreement and in Qwest's Product Catalog (PCAT). The following is a high-level description of the ordering process:

6.2.4.1.1 Step 1: Complete product questionnaire for LMC Loop(s) with account team representative.

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6.2.4.1.2 Step 2: Obtain billing account number (BAN) through account team representative.

6.2.4.1.3 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of LMC rates to the Qwest billing system.

6.2.4.1.4 Step 4: After account team notification, place LMC Loop orders via an LSR.

6.2.4.2 Prior to placing an order on behalf of each End User Customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization (POA) as set forth in this Agreement.

6.2.4.3 Standard service intervals for LMC Loops are in the Service Interval Guide (SIG) available at www.qwest.com/wholesale.

6.2.4.4 Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA or EDI interfaces or through facsimile. For LMC Loops, the date the LSR is received is considered the start of the service interval if the order is received on a business Day prior to 3:00 p.m. For LMC Loops, the service interval will begin on the next business Day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business Days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

6.2.5 Billing

6.2.5.1 Qwest shall provide CLEC, on a monthly basis, within seven to ten (7 to 10) calendar Days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual End User Customer sub-account information.

6.2.6 Maintenance and Repair

6.2.6.1 Qwest will maintain facilities and equipment for LMC Loops provided under this Agreement. Qwest will maintain the multiplexed facility pursuant to the Tariff. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the prior written consent of Qwest.

6.3 Commingling

6.3.1 To the extent it is Technically Feasible, CLEC may Commingle Telecommunications Services purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements.

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6.3.2 CLEC may Commingle UNEs and combinations of UNEs with wholesale services and facilities (e.g., Switched and Special Access Services offered pursuant to Tariff) and request Qwest to perform the necessary functions to provision such Commingling. CLEC will be required to provide the CFA (Connecting Facility Assignment) of CLEC's network demarcation (e.g., Collocation or multiplexing facilities) for each UNE, UNE Combination, or wholesale service when requesting Qwest to perform the Commingling of such services. Qwest shall not deny access to a UNE on the grounds that the UNE or UNE Combination shares part of Qwest's network with Access Services.

6.3.3 When a UNE and service are commingled, the service interval for each facility being commingled will apply only as long as a unique provisioning process is not required for the UNE or service due to the commingling. Performance measurements and/or remedies are not applicable to the total commingled arrangement but do apply to each facility or service ordered within the commingled arrangement. Work performed by Qwest to provide Commingled services that are not subject to standard provisioning intervals will not be subject to performance measures and remedies, if any, contained in this Agreement or elsewhere, by virtue of that service's inclusion in a requested Commingled service arrangement. Provisioning intervals applicable to services included within a requested Commingled service arrangement will not begin to run until CLEC provides a complete and accurate service request, necessary CFAs to Qwest, and Qwest completes work required to perform the Commingling that is in addition to work required to provision the service as a stand-alone facility or service.

6.3.4 Qwest will not combine or Commingle services or Network Elements that are offered by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with Unbundled Network Elements or combinations of Unbundled Network Elements.

6.3.5 Services are available for Commingling only in the manner in which they are provided in Qwest's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings.

6.3.6 Entrance Facilities and mid-span meet SPOI obtained pursuant to the Local Interconnection section of the Agreement are not available for Commingling.

6.3.7 CLEC may request Qwest to commingle DS1 or DS0 analog voice grade unbundled Loops with DS3 or DS1 multiplexed facilities ordered by CLEC from Qwest's special access or private line Tariffs. Terms and conditions for this Commingled arrangement are provided in Section 6.2 of this Amendment.

7.0 Ratcheting

7.1 To the extent that CLEC requests Qwest to commingle a UNE or a UNE Combination with one or more facilities or services that CLEC has obtained at wholesale from Qwest pursuant to a method other than unbundling under Section 251(c)(3) of the Act, Qwest will not be required to bill that wholesale circuit at multiple rates, otherwise known as ratcheting. Such commingling will not affect the prices of UNEs or UNE Combinations involved.

7.2 To the extent a multiplexed facility is included in a Commingled circuit then: (1) the

multiplexed facility will be ordered and billed at the UNE rate if and only if all circuits entering the multiplexer are UNEs and (2) in all other situations the multiplexed facility will be ordered and billed pursuant to the appropriate Tariff.

8.0 Routine Network Modifications

8.1 Qwest shall make all routine network modifications to unbundled loop and transport facilities used by CLEC where the requested loop or transport facility has already been constructed. Qwest shall perform these routine network modifications to unbundled loop or transport facilities in a nondiscriminatory fashion, without regard to whether the loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.2 A routine network modification is an activity that Qwest regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that Qwest ordinarily attaches to a DS1 loop to activate such loop for its own customer. They also include activities needed to enable CLEC to light a dark fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for CLEC.

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EXHIBIT C

U S WEST, Inc

U S WEST, Inc.
7800 E Orchard Rd., Suite 250
Englewood, Colorado 80111
Office - (303) 793-6608
Facsimile - (303) 793-6633

Steve Dea
Contract Specialist
Contract Development and Services

Law Department

July 8, 1999

via overnight

North County
Head of Operations
3802 Rosecrans Street, Suite 485
San Diego, CA 92111

Subject: Wireline Interconnection Restructured Rates for the State of Arizona based on Arizona Corporation Commission Order # U-3021-96-448 with an effective date of January 30, 1998

Head of Operations,

The Cost Docket for the State of Arizona - Arizona Corporation Commission Order # U-3021-96-448, with an effective date of January 30, 1998, has been approved by the Arizona Corporation Commission. In accordance with the Wireline Interconnection Agreement, attached is the replacement Appendix A for the Agreement, with the restructured rates based upon the Order.

If you have any questions, please call your account manager.

Sincerely,

attachment

cc: Arizona Corporation Commission
cc via email: Reg Harrington
Lucy Baca

Arizona Cost Docket Rate Approval

**APPENDIX A
U S WEST and NORTH COUNTY INTERCONNECTION RATES
ARIZONA**

Note: Rates set forth in the shaded areas of this Appendix A reflect the final Arizona Cost Docket Rates U-3021-96-448, effective January 30, 1998

INTERCONNECTION - LOCAL EXCHANGE

Local Call Termination

End Office - Per Minute of Use
Tandem Switch - Per Minute of Use
(Note 1)

Agreed Price

\$0.004000
\$0.006000

(includes End Office Call Termination and Tandem Transport)

Note 1: The above local tandem call termination rate includes tandem transmission, based on an assumed transport mileage of 10 miles.
Should the average tandem transmission mileage experienced by the Parties exceed 10 miles, the Parties agree to adjust the tandem call termination rate based on the tandem transmission rates set forth below.

Entrance Facility

DS1, Electrical
DS3, Electrical

**Agreed Price
Recurring**

\$89.42
\$357.16

**Agreed Price
Nonrecurring**

\$531.65
\$630.65

Direct Trunked Transport

DS1 - 0 Miles
DS1 - Over 0 to 8
DS1 - Over 8 to 25
DS1 - Over 25 to 50
DS1 - Over 50

**Agreed Price
Fixed**

None
\$35.98
\$35.99
\$36.00
\$36.00

**Agreed Price
Per Mile**

None
\$0.65
\$0.94
\$1.75
\$1.59

DS3 - 0 Miles
DS3 - Over 0 to 8
DS3 - Over 8 to 25
DS3 - Over 25 to 50
DS3 - Over 50

None
\$243.17
\$246.15
\$250.66
\$249.26

None
\$13.32
\$15.90
\$22.91
\$22.49

Multiplexing, per arrangement

DS3 to DS1

**Agreed Price
Recurring**

\$196.85

**Agreed Price
Nonrecurring**

\$394.50

Local Transit Traffic Rate

Tandem Switching, per MOU

Agreed Price

\$0.001338

Tandem Transmission

0 Mile
Over 0 - 8 Miles
Over 8 - 25 Miles
Over 25 - 50 Miles
Over 50 Miles

**Agreed Price
Fixed**

None
\$0.000329
\$0.000329
\$0.000330
\$0.000330

**Agreed Price
Per Mile**

None
\$0.000006
\$0.000005
\$0.000008
\$0.000007

APPENDIX A
U S WEST and NORTH COUNTY INTERCONNECTION RATES
ARIZONA

Note: Rates set forth in the shaded areas of this Appendix A reflect the final Arizona Cost Docket Rates U-3021-96-448, effective January 30, 1998

INTERCONNECTION - EXCHANGE ACCESS	Agreed Price
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Call Termination, Transport, and Transit Per Switched Access Tariff

COMMON CHANNEL SIGNALLING ACCESS SERVICE

<i>Entrance Facility</i>	Agreed Price Recurring	Agreed Price Nonrecurring
DS1	\$89.42	\$531.65
DS3	\$357.16	\$630.65

<i>Direct Link Transport</i>	Agreed Price Fixed	Agreed Price Per Mile
DS0 - 0 Miles	None	None
DS0 - Over 0 to 8	\$18.76	\$0.07
DS0 - Over 8 to 25	\$18.76	\$0.09
DS0 - Over 25 to 50	\$18.78	\$0.11
DS0 - Over 50	\$18.77	\$0.09
DS1 - 0 Miles	None	None
DS1 - Over 0 to 8	\$35.98	\$0.65
DS1 - Over 8 to 25	\$35.99	\$0.94
DS1 - Over 25 to 50	\$36.00	\$1.75
DS1 - Over 50	\$36.00	\$1.59

<i>Direct Link Transport</i>	Agreed Price Fixed	Agreed Price Per Mile
DS3 - 0 Miles	None	None
DS3 - Over 0 to 8	\$243.17	\$13.32
DS3 - Over 8 to 25	\$246.15	\$15.90
DS3 - Over 25 to 50	\$250.66	\$22.91
DS3 - Over 50	\$249.26	\$22.49

	Agreed Price Recurring	Agreed Price Nonrecurring
<i>CCS Link -- First Link</i>	None	\$475.77
<i>CCS Link -- Each additional Link</i>	None	\$68.27

<i>STP Port -- Per Port</i>	\$208.57	None
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	Agreed Price Recurring	Agreed Price Nonrecurring
<i>Multiplexing</i>		
DS1 to DS0	\$200.07	None
DS3 to DS1	\$196.85	None

APPENDIX A
U S WEST and NORTH COUNTY INTERCONNECTION RATES
ARIZONA

Note: Rates set forth in the shaded areas of this Appendix A reflect the final Arizona Cost Docket Rates U-3021-96-448, effective January 30, 1998

PHYSICAL AND VIRTUAL COLLOCATION

Common Elements

Quote Preparation Fee (Cost Docket Note 8 -
The QPF is credited to the payment for enclosure
buildout, if priced on an ICB basis.)

Interim Price	
Recurring	Nonrecurring
None	\$1,500.00 \$1,381.54

Entrance Facility - Per cable (Note 3)
2 Fibers

\$1.58	\$1,232.62 \$1,184.74
\$1.52	

EICT Channel Terminations (Cost Docket
Note 13 - There will be no nonrecurring charge for
an expanded interconnection channel termination
when such facility is ordered in conjunction with an
unbundled loop.

2-wire DS0 EICT	\$1.33	\$100.00 \$383.30 (Note 4)
4-wire DS0 EICT	\$1.68	\$100.00 \$383.30 (Note 4)
DS1 EICT	\$8.55	\$200.00 \$256.87
DS3 EICT	\$29.96	\$300.00 \$269.78
DS1 EICT - regeneration (Note 5)	\$12.60	
DS3 EICT - regeneration (Note 5)	\$82.63	

Cable Splicing

Per setup

Per Fiber Spliced

Agreed Price Recurring	Agreed Price Nonrecurring
None	\$97.67
None	\$12.21

48 Volt Power, per ampere, per month

\$18.61

None

48 Volt Power Cable

20 Ampere Capacity - Recurring

\$0.10

\$64.45

40 Ampere Capacity - Recurring

\$0.15

\$87.41

60 Ampere Capacity - Recurring

\$0.17

\$98.45

Equipment Bay, Per Shelf

\$7.21

None

Inspector per 1/2 Hour

\$26.99

\$35.06

Training per 1/2 Hour

\$23.90

None

Engineering per 1/2 Hour

\$23.31

\$31.19

Installation per 1/2 Hour

\$26.99

\$35.06

**APPENDIX A
U S WEST and NORTH COUNTY INTERCONNECTION RATES
ARIZONA**

Note: Rates set forth in the shaded areas of this Appendix A reflect the final Arizona Cost Docket Rates U-3021-96-448, effective January 30, 1998

Maintenance per 1/2 Hour \$23.90 \$31.80

Physical Collocation (Note 6)	Agreed Price Recurring	Agreed Price Nonrecurring
Cage/Hard Wall Enclosure	ICB	ICB
Rent (w/ Maintenance) - per square foot - Zone 1	\$2.75	None
Rent (w/ Maintenance) - per square foot - Zone 2	\$2.26	None
Rent (w/ Maintenance) - per square foot - Zone 3	\$2.06	None

Note 3: Pricing is pursuant to Commission Decision No. 59872.

Note 4: Pricing is pursuant to Commission Decision No. 59872. DSO EICT NRC not to apply to unbundled loops where a separate unbundled loop NRC applies.

Note 5: If required. No NRC applies to regeneration ordered concurrently with an associated EICT element.

Note 6: Zones per NECA-4 Tariff

ANCILLARY SERVICES

	Agreed Price
Directory Assistance	
Price per Call – Facilities-Based Providers	\$0.34
Listings	
Primary Listings, Directory Assistance, White Pages	No Charge
E911	
LEC and AECs recover costs from PSAP	No Charge

	Agreed Cost Recurring
Interim Number Portability	
Without Transport	
Per Number Ported - First Path	\$2.76
Per Number Ported - Additional Path	\$1.69
With Transport	
Per Number Ported - First Path	\$4.19
Per Number Ported - Additional Path	\$3.11
	Agreed Cost Nonrecurring
Additional Charges	
Service Establishment, per switch, per route	\$41.29
Service Establishment - additional number ported or changes	

APPENDIX A
U S WEST and NORTH COUNTY INTERCONNECTION RATES
ARIZONA

Note: Rates set forth in the shaded areas of this Appendix A reflect the final Arizona Cost Docket Rates U-3021-96-448, effective January 30, 1998

to existing numbers, per number ported \$8.94

Additional and Consecutive Numbers -- additional number ported on same account name and consecutive numbers, per number ported \$6.64

Assignment of Numbers

Assignments per industry guidelines

Agreed Price

No Charge

Busy Line Verification

Per Call

\$0.72

Busy Line Interrupt

Per Call

\$0.87

Interim Price

Recurring	Nonrecurring
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Unbundled Loops (Note 7)

Weighted Area Average

\$21.76

Network Interface Device (Cost Docket Note 1 -

\$0.58

Applicable where CLEC terminates its loop to a USWC NID)

Network Interface Device.

New Customer (Cost Docket Note 2 - Applicable only to

\$30.00

new customers, new premise)

Loop Distribution -- (Cost Docket Note 5 - Company proposing to use BFR has to overcome rebuttable assumption that Hatfield prices are appropriate. Applies to recurring charge only. BFR will be used for ordering, provisioning, including any additional equipment and NRCs. Cost Docket Note 12 - This includes the price of the NID. If a NID is not needed, the price is \$14.74.)

\$15.33

Unbundled 2 Wire Loop - (Cost Docket Note 5 - Company proposing to use BFR has to overcome rebuttable assumption that Hatfield prices are appropriate. Applies to recurring charge only. BFR will be used for ordering, provisioning, including any additional equipment and NRCs.)

\$21.98

Unbundled 4 Wire Loop - (Cost Docket Note 5 - Company proposing to use BFR has to overcome rebuttable assumption that Hatfield prices are appropriate. Applies to recurring charge only. BFR will be used for ordering, provisioning, including any additional equipment and NRCs.)

\$22.90

Residence -- Per 2 Wire Loop

\$40.92

Business -- Per 2 Wire Loop

\$45.92

Residence -- Per 4 Wire Loop

\$41.81

Business -- Per 4 Wire Loop

\$46.92

Any Loop with Conditioning

\$114.80

**APPENDIX A
U S WEST and NORTH COUNTY INTERCONNECTION RATES
ARIZONA**

Note: Rates set forth in the shaded areas of this Appendix A reflect the final Arizona Cost Docket Rates U-3021-96-448, effective January 30, 1998

Extension Technology

\$6.75

	Recurring	Nonrecurring
Without testing, first loop per service order		\$90.79
With Basic Testing, first loop per service order		\$145.05
With Basic Testing at Designated Time, first loop per service order		\$194.22
Without testing, additional loop per service order		\$20.00
With Basic Testing, additional loop per service order		\$30.00
With Basic Testing at Designated Time, additional loop per service order		\$30.00

Note 7: U S WEST opposes the establishment of deaveraged loop prices until Retail prices are deaveraged. NORTH COUNTY supports deaveraged loop prices immediately.

APPENDIX A

COMMISSION IMPOSED RESALE
WHOLESALE RATES
ARIZONA

U S WEST need not make the following services available for Resale:

Enhanced services including Voice Mail

U S WEST shall make the following services available for Resale:

All telecommunications services

U S WEST shall make the following services available for Resale without additional "Wholesale" discount:

Switched Access Tariff

Special Access Tariff

Residence Exchange Tariff

U S WEST shall make the following services available for Resale at a 17%, 18% or 12% for Residential "Wholesale" avoided cost

discount (i.e. Wholesale price is 83%, 82% or 88% for Residential of Retail price, where Retail is the offered tariff or contract price).

All services not included in the immediately preceding list of services to be resold at zero discount.

All contract arrangements, including "off-tariff" contract pricing for the services whose tariff prices do not otherwise qualify for Wholesale discounts.

Business/PBX 18.00%

ISDN 18.00%

Toll 18.00%

Vertical Features 18.00%

Private Line 18.00%

NRCs 18.00%

Residential 12.00%

APPENDIX A
RESALE
NONRECURRING CHARGES
ARIZONA

Description	Interim Price
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Customer Transfer Charge

Business, per end user	\$56.80 \$5.00
Residence, per end user	\$54.13 \$5.00
ISDN, per end user	\$57.45 \$5.00

EXHIBIT D

HRCA, 2002

In the Matter of the Request by GCI COMMUNICATION CORP. d/b/a GENERAL COMMUNICATION, INC., and d/b/a GCI for Mediation Regarding Glacier State Study Area Interconnection Disputes with ACS OF THE NORTHLAND, INC. d/b/a ALASKA COMMUNICATIONS SYSTEMS, ACS LOCAL SERVICE and ACS
U-02-18
ORDER NO. 2
Regulatory Commission of Alaska
Aug. 29, 2002.

**ORDER GRANTING PETITION FOR ARBITRATION, APPOINTING ARBITRATOR AND ORDERING
PREHEARING CONFERENCE**

Before Commissioners: Thompson, Chair, Smith, DeMarco, Abbott, Strandberg

BY THE COMMISSION:

Summary

We grant a petition filed by GCI for arbitration with ACS-N for interconnection services and network elements in the Glacier State Study Area pursuant to sections 251 and 252 of the Telecommunications Act of 1996. We appoint an arbitrator and grant a request for a prehearing conference to address scheduling matters to implement our arbitration order.

Background

There is a long history leading up to our approval of the interconnection agreement between GCI [FN1] and TUNI [FN2] (now ACS-N). [FN3] We briefly outline those facts necessary to an understanding of the issues and our decision.

FN1. GCI Communication Corp. d/b/a General Communication, Inc., and d/b/a GCI (GCI).

FN2. Telephone Utilities of the Northland, Inc. (TUNI).

FN3. ACS of the Northland, Inc. d/b/a Alaska Communications Systems, ACS Local Service, and ACS (ACS-N).

In 1997 GCI submitted a broad bona fide request for interconnection services to ACS-N's predecessor, TUNI. [FN4] In September 1997 GCI filed a petition for arbitration with the former Alaska Public Utilities Commission (APUC). The APUC determined that the petition was premature [FN5] because TUNI was a rural telephone company under 47 U.S.C. § 251(f). [FN6] During the rural exemption hearing GCI modified and clarified its request for interconnection services with TUNI by stating its intent to offer services by

interconnection at the North Pole switch and resale throughout the balance of TUNI's service area. [FN7]

FN4. Similar requests were also sent to PTI Communications of Alaska, Inc. and Telephone Utilities of Alaska, Inc.

FN5. Order U-97-82(1), dated September 23, 1997.

FN6. 47 U.S.C. § 251(f) provides exemptions for certain rural telephone companies. Before requiring interconnection, the state commission must waive the rural exemption.

FN7. See Order U-97-82(11)/U-97-143(11)/U-97-144(11), dated October 11, 1999, at 7.

After terminating the rural exemption, we ordered TUNI to negotiate the terms of interconnection with GCI. During negotiations GCI did not ask for prices for a full range of interconnection services throughout the entire Glacier State Study area. [FN8] When negotiations failed, GCI filed a petition for arbitration dated December 8, 1999, seeking interconnection services throughout the Glacier State area including unbundled network elements. [FN9] In its response to GCI's petition for arbitration ACS-N argued that the scope of the arbitration should be limited to GCI's bona fide requests under 47 U.S.C. § 252(f)(1)(A). [FN10]

FN8. GCI's *Motion For Declaratory and Injunctive Relief Regarding ACS-N's Refusal to Negotiate*, filed April 12, 2002 at 5.

FN9. See GCI's *Petition for Arbitration*, filed December 8, 1999, in Docket U-99-143, *In the Matter of the Petition by GCI Communication Corp. d/b/a General Communication, Inc., and d/b/a GCI for Arbitration with Telephone Utilities of the Northland, Inc., under 47 U.S.C. §§ 251 and 252 for the Purpose of Instituting Local Exchange Competition..*

FN10. *Telephone Utilities of the Northland, Inc.'s Corrected Response to GCICC's Petition for Arbitration*, filed January 4, 2000.

During the arbitration GCI only requested the interconnection services that it requested during the rural exemption hearing. GCI did not request and ACS-N did not provide network and cost information for the entire Glacier State Study area that would have enabled the parties to develop prices for a full range of unbundled network element services.

After arbitration, we approved an interconnection agreement between GCI and ACS-N. [FN11] The agreement contains a Fairbanks/Juneau Rate Sheet for network elements. The rate sheet did not include unbundled network element prices for network elements in the Glacier State study area. [FN12] The approved agreement included general terms and conditions. [FN13]

FN11. The interconnection agreement between GCI and ACS-N was one of three interconnection agreements we approved in Order U-99-141(10)/U-99-142(10)/U-99-143(10), dated October 5, 2000.

FN12. The parties in Dockets U-99-141, U-99-142 and U-99-143 used one form agreement

for three separate ACS companies. As a result the interconnection agreement between GCI and ACS-N is identical to the agreements for Juneau and Fairbanks even though the parties did not arbitrate a full range of unbundled network element prices for the Glacier State Study Area.

FN13. These include Definitions, Local Resale, General Interconnection and Operational Requirements, Rights of Way, Local Number Portability, General Business Requirements, Reporting Standards and Remedies and Collocation. Collocation prices were not set for the Glacier State area because TUNI changed the first point of switching from North Pole to Fairbanks. The TUNI decision to change the first point of switching from North Pole to Fairbanks spawned the complaint filed in Docket U-99-81, *In the Matter of the Formal Complaint Filed by GCI Communication Corp. d/b/a General Communication, Inc., and d/b/a GCI Against Telephone Utilities of the Northland Inc., and PTI Communications of Alaska Inc.*

On November 29, 2001, GCI made a bona fide request for negotiations with ACS-N to set prices, terms and conditions for interconnection, network element interconnection (including collocation), notices of change, number portability/dialing parity, rights-of-way and reciprocal compensation for ACS-N's entire Glacier State study area. ACS-N alleged that GCI did not have a right to request any additional interconnection services during the term of the existing interconnection agreement and did not negotiate. [FN14] GCI alleged ACS-N had refused to provide network and cost data necessary for GCI to negotiate and reach an agreement and filed the petition for arbitration. After one hundred thirty-five days passed with no results, GCI filed a petition for arbitration under sections 252 and 251 of the Telecommunications Act of 1996 (the Act) [FN15] on April 19, 2002, and we opened this docket.

FN14. ACS-N responded to GCI's request by letter dated March 21, 2002.

FN15. Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996).

In its response to GCI's petition for arbitration, ACS-N argued that GCI is not entitled to re-arbitrate matters that were previously arbitrated under its 1999 petition for arbitration and are covered by the current interconnection agreement. Because GCI requested unbundled network elements from TUNI in its 1999 petition for arbitration, ACS-N argued the issues were resolved by our order resolving all unresolved issues or by abandonment. ACS-N also argued that GCI couldn't unilaterally shorten or alter the terms of the existing interconnection agreement by requesting a new agreement before expiration of the existing agreement. [FN16]

FN16. *ACS of the Northland, Inc.'s Response to GCICC's Petition for Arbitration* (Response), filed May 14, 2002.

Discussion

This is an issue of first impression; the parties have not cited decisions from other jurisdictions supporting their positions. We are unaware of any other commission decisions deciding this issue. We look to the Act and the regulations implementing the Act for guidance.

In 1996 Congress allowed prospective competitors to offer services by constructing their

own facilities, resale or purchase of unbundled network elements from the incumbent. [FN17] Every telecommunications carrier has a duty to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers and not to install network features, functions, or capabilities that do not comply with the guidelines and standards in the Act. [FN18] All local exchange carriers have a duty not to prohibit the resale of their telecommunication services, to provide number portability, dialing parity, access to rights of way and reciprocal compensation. Incumbent local exchange carriers (ILECs) have the additional obligation to negotiate in good faith, in accordance with section 252, for interconnection, unbundled access, resale, and notice of changes and collocation. [FN19] The Act does not limit the number or type of interconnection services or network elements a competitive local exchange carrier may request under section 251. The Act further commands us not to do anything that would have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service. [FN20]

FN17. 47 U.S.C. § 251.

FN18. 47 U.S.C. 251(a). Incumbent rural telecommunications carriers have these obligations only after the state commission has terminated their rural exemption. The APUC entered an order terminating the rural exemption in the Glacier State Study area on June 30, 1999. After reconsideration we terminated the rural exemption on October 11, 1999. Order U-97-82(11)/U-97-143(11)/U-97- 144(11).

FN19. 47 U.S.C. § 251(c).

FN20. In General. -- No State or local statute or regulation, or other State or local legal requirement, may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service.

47 U.S.C. § 253(a).

After receiving a request for interconnection services or network elements, the Act provides that the ILEC can negotiate with the competitive local exchange carrier (CLEC) for one hundred thirty-five days. An agreement reached during the initial one hundred thirty-five days need not comply with the standards in section 251(b) and (c). Between the one hundred thirty-fifth and the one hundred sixtieth day (inclusive) after the date on which the ILEC receives a request for negotiation, the carrier or any other party to the negotiation may file a petition with us to arbitrate any unresolved issues.

Under the Act, we must limit our consideration of the petition and any responses to the issues listed in the petition and in the response. [FN21] We must resolve each issue in the petition and the response and conclude the resolution of any unresolved issues not later than nine months after the date on which the ILEC received the original negotiation request. [FN22] Any party's refusal to participate further in negotiations, to cooperate with our arbitrator or to continue to negotiate in good faith in the presence, or with the assistance of our commission, is considered a failure to negotiate in good faith. [FN23]

FN21. 47 U.S.C. § 252 (a) (4) (A).

FN22. 47 U.S.C. § 252(a) (4) (C).

FN23. 47 U.S.C. § 252 (a) (5).

In its petition for arbitration, GCI listed issues previously discussed and potentially resolved. GCI states that many of the issues described in paragraphs 13-18, 24 and 26-31 have been discussed and agreed by the parties or resolved by arbitration in the previous arbitration between GCI and ACS-N. The arbitration resulted in resale interconnection prices throughout the Glacier State Study area and a binding interconnection agreement approved by us in Docket U-99-143.

ACS-N argues GCI is seeking arbitration on issues already resolved by arbitration in an effort to sidestep or unlawfully interfere with the terms of the existing agreement. ACS-N objects to GCI's actions arguing that the Act "does not allow GCI to unilaterally repudiate the existing interconnection agreement and attempt to force ACS-N into unnecessary and duplicative arbitration when the 'unresolved issues' have been previously arbitrated and resolved." [FN24]

FN24. Response at 8.

We do not interpret GCI's filing so broadly. Any carrier or party to negotiations may file a petition requesting us to arbitrate "any open issues." A party that petitions for arbitration must provide us with all relevant documentation of the unresolved issues, the position of each of the parties on those issues and any other issue discussed and resolved by the parties. [FN25] The issues are unresolved if the parties have not agreed to be bound by the provisions of an existing interconnection agreement. The petitioner under section 252(b) (2) must list all *potentially* unresolved items to have them included in the arbitration. [FN26] We recognize that GCI's list of issues in the petition for arbitration may include some unresolved issues and assign to the arbitrator the task of sorting out the list of issues for arbitration.

FN25. 47 U. S.C. § 252(b) (2).

FN26. 47 U.S.C. § 252(b) (4) (A).

We find that a competitive local exchange carrier may seek additional interconnection elements through negotiation and arbitration during the term of an existing interconnection agreement. It is in the public interest to allow CLECs to seek the means necessary to serve customers and to modify their business strategies to respond to changes in technology and market conditions. We recognize that additional arbitration may be burdensome to the ILEC, but it is at least equally burdensome to the CLEC. While we recognize our obligation to arbitrate unresolved issues, we will not re-arbitrate provisions in an existing agreement if the provisions are compliant with the Act. It is not in the public interest to re-arbitrate or create new agreements to cover resolved issues.

ACS-N argues that because GCI previously requested unbundled network elements from TUNI in its 1999 petition for arbitration, the request was resolved by our order approving the interconnection agreement. [FN27] The argument is that a CLEC, once having requested, petitioned for and listed interconnection elements as unresolved, is stuck with the terms and coverage of the approved interconnection agreement. [FN28] ACS-N argues that it is the Act's aim and intention that CLECs are to be bound by their interconnection agreements

and that CLECs cannot escape the consequences of their negotiations and arbitration. [FN29]

FN27. Order U-99-143(10), dated October 5, 2000.

FN28. Response at 12.

FN29. Response at 13.

It is the agreement approved by us that is binding upon the parties under section 252(a), not negotiations or requests made but not pursued. The only issues that were resolved by our approval of the interconnection agreement are those contained in the interconnection agreement itself. GCI may request interconnection services and network elements that are not provided in the existing interconnection agreement. ACS-N must negotiate and arbitrate in good faith with GCI. [FN30]

FN30. The FCC regulations at 47 C.F.R. § 51.301 list a number of actions or practices that violate the duty to negotiate in good faith.

The cost methodology and model to be used in setting prices for network elements not contained in the existing interconnection agreement for the Glacier State Study area will be the same as that used in Docket U-99-143. [FN31] Consistency dictates that the same model and methodology be used for the term of the existing contract.

FN31. We adopted the FCC synthesis model for use in Docket U-99-143.

The **new** or additional network elements to be arbitrated shall remain in effect during the term of the **existing interconnection** agreement [FN32] and be subject to **renegotiation** under the terms of the **existing** agreement. [FN33]

FN32. The existing agreement expires on October 5, 2003.

FN33. The interconnection agreement requires the parties to commence good faith negotiations at the end of the twenty-sixth month from approval. We approved the agreement on October 5, 2000.

We appoint Paul Olson as the arbitrator in this docket. [FN34] We direct the arbitrator to meet with the parties and set a prehearing conference to discuss a schedule to implement our order granting arbitration.

FN34. Mr. Olson was the arbitrator in Docket U-99-143 and is familiar with the cost methodology and model used and to be used in this docket.

ORDER

THE COMMISSION FURTHER ORDERS:

1. The *Petition for Arbitration* filed by GCI Communication Corp. d/b/a General Communication, Inc., and d/b/a GCI on April 19, 2002, is granted.

2. Paul Olson is appointed as arbitrator.

3. The *Motion for Pre-hearing Conference* filed by GCI Communication Corp. d/b/a General Communication, Inc., and d/b/a GCI on July 19, 2002, is granted.

4. The arbitrator is directed to meet with the parties and set a prehearing conference as soon as the parties' schedules allow.

BY DIRECTION OF THE COMMISSION (Commissioners Patricia M. DeMarco and Will Abbot, not participating, and Commissioner Bernie Smith, Dissenting.)

END OF DOCUMENT

EXHIBIT E

(Publication page references are not available for this document.)

Ohio P.U.C., 2010

In the Matter of the Petition of Global NAPs Ohio for Arbitration Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with The Ohio Bell Telephone Company dba AT&T Ohio.

No. 09-195-TP-ARB

Ohio Public Utilities Commission

January 7, 2010

FINDING AND ORDER

BY THE COMMISSION.

The Commission finds:

(1) On March 10, 2009, Global NAPs Ohio (GNAPs or complainant) filed a petition for arbitration pursuant to Section 252(b) of the Telecommunications Act of 1996 (1996 Act) requesting that the Commission order AT&T Ohio to immediately enter into good faith negotiations with GNAPs to amend the parties' current interconnection agreement to establish rates, terms, and conditions for the exchange of voice over Internet protocol (VoIP) traffic. Additionally, GNAPs requests that the Commission participate in the negotiations and mediate between the parties (Petition at 3).

In support of its request, GNAPs acknowledges that it entered into an interconnection agreement in September 2002, in Case No. 01-3096-TP-ARB *In the Matter of the Petition of Global NAPs, Inc. for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with Ameritech Ohio*. Pursuant to Section 16.9 of the interconnection agreement, GNAPs asserts that the parties agreed to defer the issues surrounding the proper treatment of VoIP to later point in time. Specifically, GNAPs cites the following language of Section 16.9 of the Reciprocal Compensation Appendix:

The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VoIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

GNAPs opines that this language was necessary in light of the fact that, at the time of the initial interconnection agreement, it was not in the business of providing transport and termination services for VoIP carriers and AT&T Ohio was not receiving any such traffic from GNAPs. The complainant explains that, beginning in or about 2004, it began sending VoIP traffic to AT&T Ohio for the company to terminate. Although AT&T Ohio attempted to bill GNAPs for terminating the traffic as though it was traditional

voice traffic, GNAPs, relying upon Section 16.9, refused to compensate AT&T Ohio until the parties reached an agreement regarding the rates applicable to VoIP traffic. By refusing to negotiate with GNAPs, the complainant believes that AT&T Ohio has waived its right to compensation under terms of the interconnection agreement for traffic delivered to the present date. GNAPs does recognize that AT&T Ohio has the right to some form of compensation for its role in the termination of VoIP traffic from GNAPs beginning at the point in time that the contract is modified to replace the current Section 16.9 language with language setting applicable rates, terms, and conditions (*Id.* at 6).

According to GNAPs, once a competitive local exchange company (CLEC) submits a request for interconnection, Section 252(b) permits either party to the negotiation to petition a state commission to arbitrate any open issues unresolved by voluntary negotiations (*Id.* at 8). With respect to its petition, GNAPs avers that there should be specific rates for the termination of VoIP traffic that are cost-based and that the rates, terms, and conditions must be just, reasonable, and nondiscriminatory (*Id.* at 10). GNAPs submits that notwithstanding its continued requests for AT&T Ohio to negotiate rates, terms and conditions for the exchange of VoIP traffic, AT&T Ohio believes that the parties intended for the provisions of the interconnection agreement relating to traditional telephony to be also applicable to VoIP traffic (*Id.* at 6).

(2) On April 9, 2009, AT&T Ohio filed a motion to dismiss GNAPs' arbitration petition. AT&T Ohio disputes whether GNAPs has properly requested negotiation of interconnection related to VoIP traffic as contemplated by Section 252 of the Telecommunications Act of 1996. Even if such discussions did constitute a request pursuant to Section 252, AT&T Ohio submits that such a request should be considered untimely. In support of its position, AT&T Ohio notes that Section 252(b)(1) provides that "during the period from the 135th to the 160th day (inclusive) after the date on which an incumbent local exchange carrier (ILEC) receives a request for negotiation under this section, the carrier or any other party to the negotiation may petition a State commission to arbitrate any open issues." In applying this provision, AT&T Ohio points out that, according to GNAPs, these attempted negotiations occurred in late 2005, which is well beyond the 160-day arbitration window provided for pursuant to Section 252.

Additionally, AT&T Ohio avers that, rather than seeking **arbitration** for the establishment of an **interconnection** agreement pursuant to Section 252, Global NAPs is requesting that the Commission establish **new** terms to an **existing interconnection** relative to the single issue of the exchange of VoIP traffic. Such an approach, according to AT&T Ohio, is contrary to the intent of Section 252 and the intent that interconnection agreements are binding (Motion to Dismiss at 2).

Further, AT&T Ohio rejects GNAPs' contention that the language in Section 16.9 stands for the proposition that the parties would engage in another Section 252 negotiation and arbitration to develop rates, terms and conditions for the exchange of VoIP traffic (*Id.* at 3, 4). Rather, AT&T Ohio submits that, pursuant to the language of Section 16.9, the issue of VoIP traffic should be raised pursuant to the Dispute Resolution provisions of the agreement. Additionally, AT&T Ohio points out that while Section 16.9 does not allow the parties to seek arbitration limited to the issue of VoIP compensation, the language would allow for the arbitration of a successor agreement in its entirety provided the current interconnection agreement was terminated (*Id.* at 3-5).

(3) On April 21, 2009, GNAPs filed its memorandum contra AT&T Ohio's motion to dismiss.

GNAPs believes that AT&T Ohio's principal argument in opposition to the arbitration petition is the claim that GNAPs has no right to seek arbitration under Sections 251 and 252 with respect to the treatment of VoIP traffic (*Memorandum Contra* at 6). Citing *In the Matter of Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934 as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, DA 08-709, WC Docket No. 06-55 (rel. March 1, 2007), GNAPs asserts that it has a guaranteed right for the termination of VoIP traffic pursuant to a Section 251 interconnection agreement. GNAPs avers that the existing interconnection agreement does not contemplate terms and conditions relative to a VoIP service classification and that, pursuant to Section 16.9 of the Reciprocal Compensation Appendix, it has a contractual, and not a statutory, right to address a single, previously deferred set of issues (*Id.* at 7). In support of its position, GNAPs contends that, pursuant to Section 16.9, the parties agreed to "reserve the right ... to advocate their respective positions" before state commissions in "arbitrations under Section 252 of the Act" (*Id.*). GNAPs opines that this language did not create a new substantive right but, rather, reserves its existing right to arbitrate to a subsequent point in time (*Id.* at 8).

GNAPs represents that, while it is ready, willing, and able to negotiate with AT&T Ohio regarding the rates, terms, and conditions for terminating VoIP traffic, AT&T Ohio has repeatedly refused to enter into such negotiations (*Id.* at 4). Based on its understanding of AT&T Ohio's position, GNAPs concludes that "AT&T [Ohio] is stuck with the statutory obligation to terminate such traffic, but without a legal right to be paid" (*Id.* at 6,7).

Specifically, GNAPs opines that AT&T Ohio refuses to agree to the arbitration regarding the termination of VoIP traffic, thereby resulting in treating GNAPs less favorably than how AT&T Ohio treats other CLECs or less favorably than how AT&T Ohio insists that it be treated when it is the CLEC terminating VoIP traffic (*Id.* at 5, 6). GNAPs submits that, inasmuch as AT&T Ohio refuses to allow for the arbitration of the rates, terms, and conditions for VoIP traffic, such refusal should result in AT&T Ohio having no right to be compensated for such traffic termination (*Id.* at 5-7).

GNAPs considers its request for mediation to be appropriate based on its belief that Rule 4901:1-7-08(B), Ohio Administrative Code (O.A.C), and the 1996 Act both provide that mediation may be started at any point in the negotiation. In support of its request for mediation, GNAPs contends that AT&T Ohio has failed to negotiate in good faith. Therefore, GNAPs believes that the most commercially reasonable basis for resolving this dispute is to request the Commission's assistance in mediating the dispute.

Finally, GNAPs asserts that granting GNAPs arbitration petition is the most expedient manner to resolve this dispute due to the fact that VoIP is legally, technically, and commercially different from traditional voice telephony. To this point, GNAPs believes that every agreement that AT&T Ohio has voluntarily entered into with another carrier either as the ILEC or as a CLEC sets a single unitary rate for VoIP traffic.

(4) On April 27, 2009, AT&T Ohio filed its reply memorandum. AT&T Ohio believes that it is entitled to be paid for the termination of VoIP traffic pursuant to its existing interconnection agreement. AT&T Ohio also submits that the parties' current interconnection agreement does not provide a basis to grant GNAPs arbitration petition and that, even if it did, the issues sought by GNAPs can more appropriately be resolved in

Case No. 08-690-TF-CSS (08-690), *In the Matter of the Complaint of AT&T Ohio v. Global NAPs Ohio, Inc.*, in which the issue of compensation has already been raised. AT&T Ohio considers this petition to be nothing more than an attempt at delaying the adjudication of the complaint in 08-690.

AT&T Ohio opines that Section 16.9 of the Reciprocal Compensation Appendix does not create an automatic right to arbitrate the issue of VoIP compensation. Rather, AT&T Ohio believes that the Commission can resolve the compensation issue in a fair and concise manner in the context of the pending complaint case in 08-690. Additionally, AT&T Ohio questions why GNAPS has suddenly decided to now seek arbitration on this issue after refusing to pay anything for the termination of VoIP traffic. Finally, AT&T Ohio notes that GNAPS "had ample opportunity to [terminate its current agreement and] negotiate or arbitrate a successor agreement, including VoIP transport and termination provisions pursuant to Section 5.6 of the General Terms and Conditions of interconnection agreement" (Reply at 4).

(5) Upon a review of the arguments presented, AT&T Ohio's motion to dismiss should be granted. In reaching this determination, the Commission agrees with AT&T Ohio that neither party should be entitled to unilaterally seek arbitration relative to just one aspect of the agreement. Rather, as noted by AT&T Ohio, Section 5.6 of the current interconnection agreement addresses the specific procedure to be complied with in regard to the renegotiation of specific terms and conditions. In particular, a review of the applicable language reflects that, rather than providing for the amendment of specific terms of an existing agreement, the intent of the parties was for the negotiation of a successor agreement in its entirety. Further, the Commission concludes that this interpretation can be applied consistently with the terms in Section 16.9. Specifically, the Commission notes that Section 16.9, in part, provides that:

By entering into this Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions, whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

While this language provides for the advocating of positions in the context of arbitration proceedings, such arbitrations may only occur in accordance with all of the terms of the existing interconnection agreement, including Section 5.6, discussed *supra*. Finally, the Commission highlights the fact that Section 16.9 also provides that "[t]he parties reserve the right to raise the appropriate treatment of Voice Order Internet Protocol (VoIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement." The filing of this request for arbitration pursuant to Section 251 and 252 of the 1996 Act is not consistent with the referenced Dispute Resolution provisions. Therefore, considering the existing interconnection agreement in its entirety, the motion to dismiss is granted. GNAPS should pursue resolution of the dispute over the treatment of VoIP traffic either through the dispute resolution process in its existing interconnection agreement or through the negotiation of a successor interconnection agreement.

It is, therefore,

ORDERED, That AT&T Ohio's motion to dismiss is granted. It is, further,

ORDERED, That of this Finding and Order be served upon all parties of record.

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